

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>  <b>FIELDWOOD ENERGY LLC, et al.,</b>  <b>Debtors.<sup>1</sup></b>	<b>§</b> <b>§</b> <b>§</b> <b>§</b> <b>§</b>	<b>Chapter 11</b>  <b>Case No. 20-33948 (MI)</b>  <b>(Jointly Administered)</b>
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**DISCLOSURE STATEMENT FOR FOURTH AMENDED JOINT CHAPTER 11  
PLAN OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

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Dated: April 9, 2021  
Houston, Texas

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

**DISCLOSURE STATEMENT, DATED APRIL 9, 2021**

**Solicitation of Votes on the  
Plan of Reorganization of**

**FIELDWOOD ENERGY LLC, *ET AL.***

**THIS SOLICITATION OF VOTES (THE “SOLICITATION”) IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE FOURTH AMENDED JOINT CHAPTER 11 PLAN OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASES (COLLECTIVELY, THE “DEBTORS”) ATTACHED HERETO AS EXHIBIT A (AS MAY BE FURTHER MODIFIED, AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND TOGETHER WITH ALL EXHIBITS AND SCHEDULES THERETO, THE “PLAN”).**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON JUNE 2, 2021 UNLESS EXTENDED BY THE DEBTORS.**

**THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS APRIL 14, 2021 (THE “RECORD DATE”).**

**RECOMMENDATION BY THE DEBTORS**

The board of directors of Fieldwood Energy Inc. (“**FWE Parent**”) and each of the governing bodies for each of its affiliated debtors have approved the transactions contemplated by the Plan. The Debtors believe the Plan is in the best interests of all stakeholders and recommend that all creditors whose votes are being solicited submit ballots to accept the Plan.

Subject to the terms and provisions of that certain *Restructuring Support Agreement* dated as of August 4, 2020 (as may be modified, amended, or supplemented from time to time, and together with all exhibits and schedules thereto, the “**RSA**”), the following parties have agreed to vote in favor of or otherwise support the Plan:

- holders of approximately 87% in aggregate principal amount of Claims under the Debtors’ Prepetition FLTL Credit Agreement (as defined herein);
- holders of approximately 88.71% in aggregate principal amount of Claims under the Debtors’ Prepetition SLTL Credit Agreement (as defined herein); and
- Apache Corporation.

In addition, the Debtors’ Plan is supported by the Prepetition FLFO Lenders holding 100% of the FLFO Claims and the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases (the “**Creditors’ Committee**”).

The Creditors’ Committee strongly recommends that all holders of General Unsecured Claims vote to accept the Plan, and that all holders of Unsecured Trade Claims elect for their claims to be treated as Unsecured Trade Claims, execute Trade Agreements, and vote to accept the Plan.

**HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THE DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISORS BEFORE CASTING A VOTE WITH RESPECT TO THE PLAN.**

**NEITHER THIS DISCLOSURE STATEMENT NOR THE MOTION SEEKING APPROVAL THEREOF CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SECURITIES IN ANY STATE OR JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL.**

**THE OFFER OF, ISSUANCE OF, AND DISTRIBUTION OF THE NEW EQUITY INTERESTS (OTHER THAN THE BACKSTOP COMMITMENT PREMIUM EQUITY INTERESTS, THE NEW MONEY WARRANTS, AND ANY NEW EQUITY INTERESTS ISSUED UPON EXERCISE OF THE NEW MONEY WARRANTS OR UNDER THE MANAGEMENT INCENTIVE PLAN), THE SUBSCRIPTION RIGHTS, THE SLTL WARRANTS, AND THE GUC WARRANTS UNDER ARTICLE IV OF THE PLAN, AND ANY NEW EQUITY INTERESTS ISSUED UPON EXERCISE OF THE SUBSCRIPTION RIGHTS, THE SLTL WARRANTS, OR THE GUC WARRANTS, SHALL BE EXEMPT, PURSUANT TO SECTION 1145 OF THE BANKRUPTCY CODE, WITHOUT FURTHER**

**ACT OR ACTIONS BY ANY PERSON, FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND ALL RULES AND REGULATIONS PROMULGATED THEREUNDER, AND ANY OTHER APPLICABLE SECURITIES LAWS, TO THE FULLEST EXTENT PERMITTED BY SECTION 1145 OF THE BANKRUPTCY CODE.**

**THE ISSUANCE AND SALE, AS APPLICABLE, OF THE SECOND LIEN BACKSTOP COMMITMENT PREMIUM EQUITY INTERESTS TO BE ISSUED PURSUANT TO THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE ERO BACKSTOP PREMIUM, AND THE NEW MONEY WARRANTS TO BE ISSUED PURSUANT TO THE NEW MONEY WARRANT AGREEMENT (INCLUDING ANY NEW EQUITY INTERESTS ISSUED UPON EXERCISE OF THE NEW MONEY WARRANTS) ARE BEING MADE IN RELIANCE ON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 4(A)(2) OF THE SECURITIES ACT AND/OR REGULATION D THEREUNDER.**

**WITH RESPECT TO THE FOREGOING SECURITIES ISSUED IN RELIANCE ON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 4(A)(2) OF THE SECURITIES ACT AND/OR REGULATION D THEREUNDER, SUCH SECURITIES WILL BE CONSIDERED “RESTRICTED SECURITIES” AND MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR UNDER AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUCH AS UNDER CERTAIN CONDITIONS, THE RESALE PROVISIONS OF RULE 144 OF THE SECURITIES ACT. WITH RESPECT TO THE FOREGOING SECURITIES ISSUED PURSUANT TO SECTION 1145(A) OF THE BANKRUPTCY CODE, SUCH SECURITIES MAY BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR OTHER FEDERAL SECURITIES LAWS PURSUANT TO THE EXEMPTION PROVIDED BY SECTION 4(A)(1) OF THE SECURITIES ACT, UNLESS THE HOLDER IS AN “UNDERWRITER” WITH RESPECT TO SUCH SECURITIES, AS THAT TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE. IN ADDITION, SUCH SECTION 1145 EXEMPT SECURITIES GENERALLY MAY BE RESOLD WITHOUT REGISTRATION UNDER STATE SECURITIES LAWS PURSUANT TO VARIOUS EXEMPTIONS PROVIDED BY THE RESPECTIVE LAWS OF THE SEVERAL STATES.**

**THE AVAILABILITY OF THE EXEMPTION UNDER SECTION 1145 OF THE BANKRUPTCY CODE, SECTION 4(A)(2) OF THE SECURITIES ACT AND/OR REGULATION D THEREUNDER, OR ANY OTHER APPLICABLE SECURITIES LAWS WILL NOT BE A CONDITION TO THE OCCURRENCE OF THE EFFECTIVE DATE.**

**THE SECURITIES ISSUED PURSUANT TO THE PLAN HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY, AND NEITHER THE SEC NOR ANY SUCH AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF**



**THE INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

**CERTAIN STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE, PROJECTED FINANCIAL INFORMATION (SUCH AS THAT REFERRED TO IN THE PRECEDING PARAGRAPH AND UNDER THE CAPTION “FINANCIAL PROJECTIONS” ELSEWHERE IN THE DISCLOSURE STATEMENT) AND OTHER FORWARD-LOOKING STATEMENTS, ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.**

**FURTHERMORE, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN, INCLUDING ANY PROJECTIONS, ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS. IMPORTANT ASSUMPTIONS AND OTHER IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY INCLUDE, BUT ARE NOT LIMITED TO, THOSE FACTORS, RISKS AND UNCERTAINTIES DESCRIBED IN MORE DETAIL UNDER THE HEADING “CERTAIN RISK FACTORS TO BE CONSIDERED” BELOW, AS WELL AS THE VOLATILITY OF AND POTENTIAL FOR SUSTAINED LOW OIL AND NATURAL GAS PRICES, THE SUPPLY AND DEMAND FOR OIL AND NATURAL GAS, CHANGES IN COMMODITY PRICES FOR OIL AND NATURAL GAS, THE DEBTORS’ ABILITY TO MEET PRODUCTION VOLUME TARGETS, THE UNCERTAINTY OF ESTIMATING PROVED RESERVES AND UNPROVED RESOURCES, THE DEBTORS’ ABILITY TO DEVELOP PROVED UNDEVELOPED RESOURCES AND OTHER RISKS INHERENT IN THE DEBTORS’ BUSINESS. PARTIES ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE, ARE BASED ON THE DEBTORS’ CURRENT BELIEFS, INTENTIONS AND EXPECTATIONS, AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS. THE DEBTORS AND POST-EFFECTIVE DATE DEBTORS, AS APPLICABLE, DO NOT INTEND AND UNDERTAKE NO OBLIGATION TO UPDATE OR OTHERWISE REVISE ANY FORWARD-LOOKING STATEMENTS, INCLUDING ANY PROJECTIONS CONTAINED HEREIN, TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE HEREOF OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.**

**NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE FINANCIAL PROJECTIONS OR THE LIQUIDATION ANALYSIS HEREIN.**

**THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE PLAN OR THE DISCLOSURE STATEMENT.**

**THE STATEMENTS CONTAINED IN THE DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THE SUMMARIES IN THE DISCLOSURE STATEMENT.**

**THE INFORMATION IN THE DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THE DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.**

**ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THE DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.**

**THE PLAN PROVIDES THAT THE FOLLOWING PARTIES ARE DEEMED TO GRANT THE RELEASES PROVIDED FOR THEREIN: (I) THE HOLDERS OF ALL CLAIMS THAT VOTE TO ACCEPT THE PLAN, (II) THE HOLDERS OF ALL CLAIMS WHOSE VOTE TO ACCEPT OR REJECT THE PLAN IS SOLICITED BUT THAT DO NOT VOTE EITHER TO ACCEPT OR TO REJECT THE PLAN, (III) THE HOLDERS OF ALL CLAIMS OR INTERESTS THAT VOTE, OR ARE DEEMED, TO REJECT THE PLAN BUT DO NOT OPT OUT OF GRANTING THE RELEASES SET FORTH THEREIN, (IV) THE HOLDERS OF ALL CLAIMS AND INTERESTS THAT WERE GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF GRANTING THE RELEASES SET FORTH THEREIN BUT DID NOT OPT OUT, AND (V) THE RELEASED PARTIES (EVEN IF SUCH RELEASED PARTY PURPORTS TO OPT OUT OF THE RELEASES SET FORTH THEREIN).**

**HOLDERS OF CLAIMS IN VOTING CLASSES (1, 3, 4, 5, 6A, AND 6B) HAVE RECEIVED A BALLOT THAT INCLUDES THE OPTION TO OPT OUT OF THE RELEASES CONTAINED IN SECTION 10.7(B) OF THE PLAN. HOLDERS OF CLAIMS AND INTERESTS IN NON-VOTING CLASSES (2, 8 AND 10) HAVE RECEIVED A RELEASE OPT-OUT FORM ATTACHED TO THEIR NOTICE OF NON-VOTING STATUS AND NOTICE OF RIGHT TO OPT OUT OF CERTAIN RELEASES. SEE EXHIBIT F FOR A DESCRIPTION OF THE RELEASES AND RELATED PROVISIONS.**

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## I. INTRODUCTION

Fieldwood Energy LLC (“**FWE**”) and its debtor affiliates<sup>2</sup> (each, a “**Debtor**,” and collectively, the “**Debtors**” or the “**Company**”) submit this disclosure statement (including any exhibits and schedules hereto and as may be further amended, supplemented, or modified, the “**Disclosure Statement**”) in connection with the Solicitation of votes on the *Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* dated April 9, 2021 attached hereto as **Exhibit A** (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the “**Plan**”). The Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) on August 3, 2020 and August 4, 2020 (as applicable, the “**Petition Date**”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only (together, the “**Chapter 11 Cases**”).

The purpose of the Disclosure Statement is to provide information of a kind, and in sufficient detail, to enable creditors of the Debtors that are entitled to vote on the Plan to make an informed decision on whether to vote to accept or reject the Plan. The Disclosure Statement contains, among other things, summaries of the Plan, certain statutory provisions, events contemplated in the Chapter 11 Cases, and certain documents related to the Plan.<sup>3</sup>

As described more fully below, the Plan provides for a comprehensive set of restructuring transactions, including consummation of the Credit Bid Transaction and the Apache Transactions (each as defined below), which are collectively designed to (i) recapitalize and preserve the going concern value of specified Debtors’ Deepwater Assets and Shelf Assets (each as defined below) and the jobs of over 1,000 employees and contractors, (ii) maximize recoveries to the Debtors’ stakeholders, and (iii) ensure that all plugging and abandonment and decommissioning obligations (the “**P&A Obligations**”) are addressed in a methodical and safe manner by responsible parties, as determined by Bureau of Safety and Environmental Enforcement (“**BSEE**”).

The restructuring contemplated by the Plan is a significant achievement for the Debtors, developed in the midst of an unprecedented and challenging operating environment. The Debtors strongly believe that the Plan is in the best interests of their creditors, equity holders and estates, and represents the best available alternative at this time. Indeed, the Plan is supported by several of the Debtors’ key stakeholders, including the DIP Lenders, the Prepetition FLTL Lenders holding approximately 87% of the FLTL Claims, the Prepetition SLTL Lenders holding approximately 88.71% of the SLTL Claims, the Prepetition FLFO Lenders holding 100% of the FLFO Claims, the Creditors’ Committee, Apache Corporation (“**Apache**”), the predecessor in interest for the vast majority of the Debtors’ Shelf Assets, and Chevron U.S.A. Inc. (“**CUSA**”),

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<sup>2</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

<sup>3</sup> Capitalized terms used in the Disclosure Statement, but not defined herein, have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between the Disclosure Statement and the Plan, the Plan will govern.

the predecessor in interest for FWE properties representing approximately 7% of the Debtors' operated P&A Obligations. Moreover, the Plan is the culmination of extensive arm's length negotiations that have occurred over the past several months with, among others, the Debtors' Consenting Creditors (as defined below), Apache, and the Creditors' Committee and reflects ongoing discussions the Debtors have had with the Debtors' regulators, including representatives from the Bureau of Ocean Energy Management ("**BOEM**"), BSEE, the Department of Interior ("**DOI**") and the Department of Justice ("**DOJ**"), the FLFO Lenders, and other key constituencies.

#### **A. Overview of Restructuring Transactions**

Pursuant to the RSA by and among the Debtors, lenders holding approximately 87% of the Company's debt under the FLTL Credit Agreement (the "**Consenting FLTL Lenders**"), lenders holding approximately 88.71% of the Company's debt under the SLTL Credit Agreement (the "**Consenting SLTL Lenders**," and, together with the Consenting FLTL Lenders, the "**Consenting Creditors**"),<sup>4</sup> and Apache (together with the Debtors, the Consenting Creditors, and any subsequent person or entity that becomes a party to the RSA, the "**RSA Parties**"), the RSA Parties agreed to support the transactions set forth therein and in the term sheet memorializing the agreement between certain of the Debtors and Apache and certain of its affiliates regarding the framework for a restructuring with respect to the Legacy Apache Properties (as defined below) (the "**Apache Term Sheet**").

Consistent with the RSA, and as discussed in greater detail below, the Plan provides for, among other things, the following transactions to occur on the Effective Date for the below categories of assets and related liabilities:

- **Specified Deepwater Assets and Shelf Assets:** The Debtors will consummate the sale of certain of their assets, including specified Deepwater Assets and Shelf Assets (each defined below), (collectively, the "**Purchased Oil & Gas Lease Interests**") to a new entity ("**Credit Bid Purchaser**") formed at the direction of the Consenting FLTL Lenders for aggregate consideration of approximately \$1.03 billion, consisting of (i) a credit bid of the Allowed FLTL Claims up to the FLTL Claims Allowed Amount, (ii) cash in the amount up to approximately \$105 million (which may be increased to \$125 million in the sole and absolute discretion of the Buyer)<sup>5</sup>, (iii) the GUC Warrants, (iv) the SLTL Warrants, and (v) the assumption of certain liabilities set forth in the Credit Bid Purchase Agreement, including the assumption of the Allowed FLFO Claims remaining following distribution of the FLFO Distribution Amount (approximately \$139 million of the FLFO Claims Allowed Amount *less* the approximately \$119 million of the principal amount of the First Lien Exit Facility) (the "**Credit Bid Transaction**"). A schedule of the oil and gas leases, rights-of-way and rights-of-use and easement included as part of the

<sup>4</sup> Since the RSA was executed on August 4, 2020, additional lenders holding FLTL Claims and/or SLTL Claims have executed joinders to the RSA, including the members of the Ad Hoc Group of SLTL Lenders (as defined below).

<sup>5</sup> The Credit Bid Purchase Agreement caps the total cash consideration to be paid by Credit Bid Purchaser for the Credit Bid Acquired Interests at an amount equal to (i) the proceeds of the up to \$185 million Second Lien Exit Facility, plus (ii) the proceeds of the approximately \$40 million Equity Rights Offerings, minus (iii) \$120 million (which may be reduced to an amount not less than \$100 million in the sole and absolute discretion of the Buyer).

Purchased Oil & Gas Lease Interests is annexed hereto as **Exhibit B**<sup>6</sup> (which may be amended, modified, or supplemented from time to time).

- **Legacy Apache Properties:** After the consummation of the Credit Bid Transaction, FWE will implement a divisive merger pursuant to which FWE will be divided into Fieldwood Energy I LLC (“**FWE I**”) and Fieldwood Energy III LLC (“**FWE III**”). Through the divisive merger, FWE I will be allocated and vested with certain assets FWE acquired from Apache (the “**Legacy Apache Properties**”) and related liabilities and obligations. FWE I will, among other things, own, operate, plug and abandon, and decommission the Legacy Apache Properties. A schedule of the oil and gas leases, rights-of-way, and rights-of-use and easement related to the Legacy Apache Properties is annexed hereto as **Exhibit C**<sup>7</sup> (which may be amended, modified, or supplemented from time to time).<sup>8</sup>
- **FWE III Properties:** Through the divisive merger, FWE III will be allocated and vested with all of FWE’s assets other than the Purchased Oil & Gas Lease Interests, Legacy Apache Properties and Abandoned Properties (defined below) (the “**FWE III Properties**”). FWE III will, among other things, own, operate, plug and abandon, and decommission the FWE III Properties and related assets and liabilities. The oil and gas leases, rights-of-way, and rights-of-use and easement related to the FWE III Properties includes those listed on the schedule annexed hereto as **Exhibit D**<sup>9</sup> (which may be amended, modified, or supplemented from time to time).
- **FWE IV Properties:** In accordance with an executed, non-binding term sheet with CUSA which is attached hereto as **Exhibit P** (the “**Chevron Term Sheet**”) and described in further detail below, FWE will create a new entity, Fieldwood Energy IV LLC (“**FWE IV**”), through a divisive merger and FWE IV will be allocated and vested with certain interests in a portion of the leases assigned previously to FWE by CUSA (and its predecessors and affiliates), and with the platforms, wells, pipelines and equipment (including production equipment) located on and attributable to the CUSA interest in such leases, and any hydrocarbons produced from such leases, if applicable (collectively “**FWE IV Properties**”). A schedule of the oil and gas leases, rights-of-way, and rights-of-use and easement related to the

<sup>6</sup> For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitBLEasesRelatedtoPurchasedOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitBLEasesRelatedtoPurchasedOilGasLeaseInterests.pdf>

<sup>7</sup> For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitCLEasesRelatedtoFWEIOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitCLEasesRelatedtoFWEIOilGasLeaseInterests.pdf>

<sup>8</sup> For any lease that is listed on **Exhibit C (Leases Related to FWE I Oil & Gas Interests)** and also on any of **Exhibits B, D or E**, (i) FWE I is to obtain solely the right, title and interest of FWE obtained from Apache in such lease and (ii) the interests to be obtained by the Credit Bid Purchaser or FWE III or to be abandoned, as applicable, shall be all right, title and interest of FWE in such lease (less such right, title and interest obtained from Apache).

<sup>9</sup> For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitDLeasesRelatedtoFWEIIIOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitDLeasesRelatedtoFWEIIIOilGasLeaseInterests.pdf>

FWE IV Properties is annexed hereto as **Exhibit E**<sup>10</sup> (which may be amended, modified, or supplemented from time to time).<sup>11</sup>

- Abandoned Properties:** Immediately upon the occurrence of the Effective Date, certain of the Debtors' assets (the "**Abandoned Properties**") will be abandoned pursuant to sections 105(a) and 554(a) of the Bankruptcy Code. The Debtors anticipate that BSEE will issue orders compelling either all or certain entities who are in the chain of title (collectively, the "**Predecessors**") and/or current co-working interest owners (collectively, the "**CIOs**") for each of the Abandoned Properties to perform the P&A Obligations for each respective property. A schedule of the oil and gas leases, rights-of-way, and rights-of-use and easement related to the Abandoned Properties is annexed hereto as **Exhibit F**<sup>12</sup> (which may be amended, modified, or supplemented from time to time).<sup>13</sup> As further detailed below, the Debtors have taken several steps to facilitate the safe and orderly operational transfer of the Abandoned Properties currently operated by the Debtors and are working to reach long-term commercial agreements similar to the FWE I and FWE IV structures with interested Predecessors for assuming operational control for Abandoned Properties operated by the Debtors. The Debtors (i) have dedicated approximately \$6 million, in addition to amounts spent in the ordinary course, on safety related repairs and improvements on the Abandoned Properties and (ii) have provided Predecessors detailed operational information on the Abandoned Properties. Additionally, for any Predecessor with whom a consensual arrangement has not yet been agreed to, Credit Bid Purchaser will offer a 90-day transition period post-Effective Date during which Credit Bid Purchaser will offer to manage at the requesting Predecessor's cost and on its behalf any of the Abandoned Properties.

### *Satisfaction and Treatment of Claims and Interests*

In addition, the Plan provides for the resolution, satisfaction, settlement and discharge of claims against and interests in the Debtors and their estates. All holders of Allowed Administrative Expense Claims, Allowed DIP Claims, Allowed Postpetition Hedge Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Other Secured Claims will have their claims satisfied in full, either through payment in Cash or other treatment as specified in the Plan.

<sup>10</sup> For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitELeasesRelatedtoFWEIVOilGasLeaseInterests.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitELeasesRelatedtoFWEIVOilGasLeaseInterests.pdf>.

<sup>11</sup> For any lease that is listed on **Exhibit C (Leases Related to FWE I Oil & Gas Interests)** and also on any of **Exhibits B, D E or F**, (i) FWE I is to obtain solely the right, title and interest of FWE obtained from Apache in such lease and (ii) the interests to be obtained by the Credit Bid Purchaser or FWE III or to be abandoned, as applicable, shall be all right, title and interest of FWE in such lease (less such right, title and interest obtained from Apache).

<sup>12</sup> For ease of reference, a copy of the exhibit in excel is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/ExhibitFLeasesRelatedtoAbandonedProperties.xlsx> and in pdf at: <http://media.primeclerk.com/fieldwoodenergy/ExhibitFLeasesRelatedtoAbandonedProperties.pdf>

<sup>13</sup> A Serial Register for the FWE III Properties and Abandoned Properties is available at the following link: <http://media.primeclerk.com/fieldwoodenergy/SerialRegisters.pdf>

All holders of Allowed FLFO Claims will receive their Pro Rata Share of the FLFO Distribution Amount and all remaining Allowed FLFO Claims will be assumed by the NewCo Entities, as modified to the extent set forth in the First Lien Exit Facility Documents.

All holders of Allowed FLTL Claims will receive their Pro Rata Share of (i) 100% of the equity in NewCo (subject to dilution as set forth in section 4.4 of the Plan) and (ii) the FLTL Subscription Rights.

All holders of Allowed SLTL Claims will receive their Pro Rata Share of the SLTL Warrants and the SLTL Subscription Rights.

Holders of Unsecured Trade Claims that have executed Trade Agreements will receive in the aggregate Cash in the amount of the lesser of (i) \$8 million and (ii) 14% of the aggregate amount of Allowed Unsecured Trade Claims.

The holders of Allowed General Unsecured Claims will receive their Pro Rata Share of the GUC Warrants (defined below) and any residual distributable value of the Post-Effective Date Debtors and FWE I after satisfaction of (i) Allowed Administrative Expense Claims, Allowed DIP Claims, Allowed Postpetition Hedge Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, Allowed Unsecured Trade Claims, all Cure Amounts and (ii) all fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down.

All holders of other claims against the Debtors or existing equity interests in FWE Parent will not receive a recovery under the Plan.

To facilitate the implementation of the Plan, the Plan provides for (i) the funding of a claims reserve for Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Other Secured Claims, Allowed Unsecured Trade Claims, and Cure Amounts; (ii) the Professional Fee Escrow; (iii) the Plan Administrator Expense Reserve; and (iv) the payment of other fees and expenses, such as fees and expenses incurred under the DIP Order, fees and expenses incurred in connection with implementing the Apache Transactions, and the fees and expenses of the Ad Hoc Secured Lenders' advisors.

The Plan also includes injunctions, releases, and exculpations in sections 10.5, 10.6, 10.7, 10.8, and 10.9. The relevant provisions regarding such injunctions, releases, and exculpations provided under the Plan are annexed hereto as **Exhibit G**. Section 10.7(b) of the Plan provides for releases by holders of claims and interests (the "**Third Party Release**"). Entry of the Confirmation Order by the Bankruptcy Court shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes, by reference, each of the related provisions and definitions under the Plan, and, furthermore, shall constitute the Bankruptcy Court's finding that the Third-Party Release is (i) consensual, (ii) essential to the confirmation of the Plan, (iii) given in exchange for the good and valuable consideration provided by the Released Parties, (iv) a good faith settlement and compromise of the claims released by the Third-Party Release, (v) in the best interests of the Debtors and their estates, (vi) fair, equitable and reasonable, (vii) given and made after due notice and opportunity for hearing, and (viii) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the



Third-Party Release. You are advised and encouraged to review and consider the Plan carefully, including the release, exculpation and injunction provisions, as your rights might be affected.

**B. Credit Bid Transaction**

Before and following the Petition Date, the Debtors explored a dual-track restructuring, where they conducted a robust marketing process for the Deepwater Assets while also engaging in negotiations with the Consenting Creditors regarding the terms of a restructuring that would include a recapitalization through a sale of the specified Deepwater Assets and Shelf Assets to the Prepetition FLTL Lenders through a credit bid transaction.

**1. M&A Process**

Before the Petition Date, the Company commenced a robust sale and marketing process (the “**M&A Process**”) for the Company’s Deepwater Assets through its investment banker, Houlihan Lokey Capital, Inc. (“**Houlihan**”).

Houlihan, which specializes in advising companies in the oil & gas industry with respect to traditional mergers and acquisitions, asset level acquisitions and divestitures, financial restructuring and recapitalization transactions, conducted the M&A Process from June 30, 2020 through September 3, 2020. Houlihan marketed the Deepwater Assets to 47 parties identified as potential third party buyers. Houlihan’s outreach covered a broad spectrum of national and international strategic buyers and financial sponsors who were believed to be potential buyers of the Debtor’s Deepwater Assets and have the financial wherewithal to support the proposed transaction. Following the Petition Date, Houlihan continued the M&A Process, which ultimately resulted in 18 parties executing confidentiality agreements and obtaining access to a virtual data room (“**VDR**”), 15 management presentations, and receipt of approximately 12 written bid letters and other indications of interest. In addition, Houlihan provided the Creditors Committee’s advisors with access to all of the information provided to potential buyers, including access to the VDR. After analyzing the bids and the financial condition of the bidders and consulting with the DIP Lenders and Consenting FLTL Lenders, the Debtors determined that none of the bids received was actionable.

**2. Negotiations with Consenting Creditors**

Concurrently with the M&A Process, the Debtors continued to engage with the Consenting Creditors regarding the terms of a comprehensive restructuring in accordance with the restructuring term sheet attached as **Exhibit A** to the RSA (the “**Restructuring Term Sheet**”), which provides, in relevant part, that subject to all consent rights of the applicable Consenting Creditors under the RSA, the Debtors’ restructuring may include the following transactions:

“**Specified Assets**. As determined and agreed by the Company, the Requisite DIP Commitment Parties and Requisite FLTL Lenders, through conveyance(s) or divisional merger(s), the transfer or other disposition of all or substantially all of the Specified Assets to one or more purchasers or a new entity (“**Lender NewCo**”) to be formed at the direction of the Requisite DIP Commitment Parties and the Requisite FLTL Lenders through (i) a standalone sale or sales

pursuant to section 363 of the Bankruptcy Code either via a credit bid or otherwise, (ii) a sale or sales pursuant to a Plan either via a credit bid or otherwise, or (iii) an equitization transaction pursuant to a Plan.”

Following several months of negotiations, the Debtors, the Ad Hoc Group of Secured Lenders, and Apache agreed on the terms of the Plan and negotiated a substantially final version of the purchase and sale agreement, by and between FWE, the other seller parties, and the Credit Bid Purchaser, together with any and all related agreements, exhibits, and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time (the “**Credit Bid Purchase Agreement**”), a copy of which is attached hereto as **Exhibit H**.

On the Effective Date of the Plan, pursuant to sections 105, 363, 365, 1123, 1129, 1141(b) and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests will be transferred to, and the Credit Bid Acquired Interests owned by the Debtors will vest free and clear of all Liens<sup>14</sup> (other than Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which will vest free and clear of all Liens), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities will be assumed by the Credit Bid Purchaser. Moreover, the vast majority of the Debtors’ employees and management team will continue to be employed by Credit Bid Purchaser.

### 3. Pro Forma Capital Structure of Credit Bid Purchaser

Upon the Effective Date, the Debtors estimate that Credit Bid Purchaser will have up to \$304 million in funded debt, comprised of approximately \$119 million from the First Lien Exit Facility and up to \$185 million from the Second Lien Exit Facility. In addition, the Credit Bid Purchaser is anticipated to raise \$40 million through the Equity Rights Offerings on the Effective Date. Of the estimated up to \$225 million of new money that the Credit Bid Purchaser is anticipated to raise, up to \$120 million will be used to capitalize the Credit Bid Purchaser’s balance sheet, and the remainder will be used to fund the cash portion of the Credit Bid Consideration.

Credit Bid Purchaser’s capital structure will consist of:

- ***First Lien Exit Facility.*** A \$118,599,082.31 first lien term loan facility resulting from the assumption of the Allowed FLFO Claims remaining following distribution of the FLFO Distribution Amount (approximately \$139 million of the FLFO Claims Allowed Amount *less* the approximately \$119 million of the principal amount of the First Lien Exit Facility). A copy of the First Lien Exit Facility Commitment Letter, with the First Lien Exit Facility Term Sheet as an attachment thereto, will be attached hereto as **Exhibit I**.
- ***Second Lien Exit Facility.*** An up to \$185 million second lien term loan facility to be fully backstopped by the Second Lien Backstop Parties in accordance with and

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<sup>14</sup> Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.

subject to the terms and conditions of the Second Lien Backstop Commitment Letter, as further described below in Section V.I. The facility will be comprised of loans in an amount equal to (i) \$100 million plus (ii) an additional amount equal to the lesser of (x) \$85 million and (y) the amount necessary to provide the Credit Bid Purchaser with no less than \$120 million of cash on hand on the Effective Date, after giving effect to all transactions to occur on the Effective Date. 25% of the up to \$85 million of new money raised through a debt offering will be allocated to certain of the Second Lien Backstop Parties and 75% will be offered to all DIP Lenders, including the Second Lien Backstop Parties and their applicable affiliates, on a *pro rata* basis. In addition, at any time after the Effective Date, the Credit Bid Purchaser will be permitted to borrow up to \$50 million under an incremental facility, which incremental facility will not be committed on the Effective Date. \$100 million of the proceeds of the Second Lien Term Loan Facility will fund the initial capital needs of the Credit Bid Purchaser, and up to \$85 million in proceeds of the Second Lien Term Loan Facility will be used by the Credit Bid Purchaser to purchase the Credit Bid Acquired Assets. A copy of the Second Lien Exit Facility Term Sheet is attached hereto as **Exhibit J**.

Credit Bid Purchaser will raise additional capital through the Equity Rights Offerings:

- **FLTL Equity Rights Offering.** All Prepetition FLTL Lenders will be allowed to participate in a \$20 million (the “**FLTL Equity Rights Offering Amount**”) equity rights offering (the “**FLTL Equity Rights Offering**”) in accordance with the rights offering procedures (the “**FLTL Equity Rights Offering Procedures**”). In addition, the Debtors intend to negotiate the terms of a backstop commitment agreement (the “**FLTL ERO Backstop Agreement**”) with certain DIP Lenders and certain FLTL Lenders that elect to participate in the backstop (the “**FLTL ERO Backstop Parties**”), pursuant to which the FLTL ERO Backstop Parties will agree to fully backstop the FLTL Equity Rights Offering in exchange for, among other things, a backstop commitment premium equal to 8% of the FLTL Equity Rights Offering Amount, to be issued at a 30% discount to the equity value of NewCo on the Effective Date. In the coming days, the Debtors plan to file an emergency motion seeking approval of the FLTL Equity Rights Offering Procedures and entry into the FLTL ERO Backstop Agreement and will request that a hearing on such motion be heard no later than the deadline for filing the Plan Supplement.
- **SLTL Equity Rights Offering.** All Prepetition SLTL Lenders will be allowed to participate in a \$20 million (the “**SLTL Equity Rights Offering Amount**”) equity rights offering (the “**SLTL Equity Rights Offering**”) in accordance with the rights offering procedures (the “**SLTL Equity Rights Offering Procedures**”). In addition, the Debtors intend to negotiate the terms of a backstop commitment agreement (the “**SLTL ERO Backstop Agreement**”) with the Ad Hoc Group of SLTL Lenders who will participate in the backstop (the “**SLTL ERO Backstop Parties**”), pursuant to which the SLTL ERO Backstop Parties will agree to fully backstop the SLTL Equity Rights Offering in exchange for, among other things, a backstop commitment premium equal to 8% of the SLTL Equity Rights Offering Amount, to be issued at a 30% discount to the equity value of NewCo on the



Effective Date. In the coming days, the Debtors plan to file an emergency motion seeking approval of the SLTL Equity Rights Offering Procedures and entry into the SLTL ERO Backstop Agreement and will request that a hearing on such motion be heard no later than the deadline for filing the Plan Supplement.

### **C. Further Transaction Proposals**

The Debtors and Consenting Creditors have been willing to consider actionable proposals from third-parties for transactions that would provide consideration to the Debtors' estates in an amount that exceeds the Credit Bid Amount plus the value of any other consideration provided by the Credit Bid Purchaser to the Debtors pursuant to the Credit Bid Purchase Agreement and the Plan (the aggregate consideration under the Credit Bid Purchase Agreement is currently approximately \$1.03 billion, but for the avoidance of doubt, the Credit Bid Amount may be increased up to the FLTL Claims Allowed Amount).

The Debtors continued to consider such proposals pursuant to certain procedures as provided for in the Disclosure Statement Motion (as defined below), up through February 26, 2021, the Bid Deadline. Moreover, the procedures provided, among other things, that in evaluating whether any third-party bids qualify as a Qualified Bid (as defined in the Disclosure Statement Motion), the Debtors may consider several factors including, but not limited to, (i) the amount and form of consideration of the purchase price, (ii) the assets included in or excluded from the bid, (iii) the value to be provided to the Debtors and their estates, (iv) the transaction structure and execution risk, and (v) the impact on all key stakeholders. Moreover, to the extent the Debtors received one or more Qualified Bids on or before the Bid Deadline, the Debtors would have, no later than three (3) Business Days after the Bid Deadline, filed with the Court a notice of receipt of such Qualified Bid(s) and the Debtors' proposed procedures for selecting the highest or otherwise best bid, including, but not limited to, any procedures for submitting revised bids and/or holding an auction to the extent the Debtors determine holding an auction will maximize value to the Debtors' estates. For the avoidance of doubt, the Credit Bid Purchaser (i) shall be deemed a Qualified Bidder that is allowed to participate in any bidding and auction process held by the Debtors and (ii) may increase the Credit Bid Amount of their proposal up to the FLTL Claims Allowed Amount of \$1,142,688,815.28 in principal plus any accrued but unpaid interest or fees under the Prepetition FLTL Credit Agreement as of the Petition Date.

Since the Debtors filed the Disclosure Statement Motion, the Debtors have executed at least one confidentiality agreement with an interested party and provided such party additional information regarding its business and access to the VDR. Any third party that sought to submit a Qualified Bid by the Bid Deadline and had demonstrated that it had the ability to submit a Qualified Bid obtained access to the VDR after executing a confidentiality agreement on customary terms that were reasonable to the Debtors.

### **D. Apache Transactions and FWE I**

In accordance with the RSA, the Debtors, the Consenting Creditors, and Apache have negotiated final forms of the definitive documents providing for the transactions contemplated by, or relating to, the Apache Term Sheet (the "**Apache Definitive Documents**"). The documents comprising the Apache Definitive Documents are identified in that certain *Apache Term Sheet Implementation Agreement*, dated January 1, 2021 by and between FWE and GOM Shelf LLC

(collectively, the “**Fieldwood PSA Parties**”), on one hand, and Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the “**Apache PSA Parties**”), on the other (the “**Implementation Agreement**”), a copy of which is attached hereto as **Exhibit K**.

The transactions contemplated under the Apache Definitive Documents (collectively, the “**Apache Transactions**”) include, among other things, (i) FWE’s assumption of any executory contracts<sup>15</sup> or unexpired leases required to implement the Apache Transactions pursuant to the Plan, (ii) FWE’s conversion from a Delaware limited liability company to a Texas limited liability company, (iii) FWE’s division into FWE I and FWE III in accordance with that certain *Agreement and Plan of Merger of Fieldwood Energy LLC into Fieldwood Energy I LLC and Fieldwood Energy III LLC* (the “**Initial Plan of Merger**”), and (iv) the Credit Bid Purchaser, FWE I and FWE III’s entry into various other agreements required to implement the Apache Transactions.

Below is a brief description of FWE I.<sup>16</sup>

FWE I will engage in the ownership and operation of the FWE I Assets, including addressing the FWE I Obligations in accordance with applicable laws and regulations and the Decommissioning Agreement. Certain of those FWE I Obligations will include the plugging and abandonment of wells and the ultimate decommissioning of platforms and offshore infrastructure in the Gulf of Mexico. FWE I will be managed by the Sole Manager selected by the Debtors and Apache in accordance with the Apache Term Sheet, the identity of which will be disclosed in the Plan Supplement before the Confirmation Hearing. Operations of the properties will initially be performed by the Credit Bid Purchaser under a transition services agreement (the “**TSA**”) between the parties. Upon any termination of the TSA, FWE I may elect, with the consent of Apache and in accordance with the FWE I LLC Agreement, to have a third-party service provider operate the properties. The Credit Bid Purchaser will employ the vast majority of Debtors’ employees post-Effective Date, which will ensure that operations will continue to be handled during the TSA period by personnel with the most experience with these properties. The TSA does not have a specified term, which means it may continue in effect for an extended period of time; however, FWE I and the Credit Bid Purchaser respectively hold a 90-day and a 180-day termination right. Cash flow generated from operations of the Legacy Apache Properties will be used primarily to pay for costs under the TSA and for plugging, abandonment, and decommissioning activities.

In addition to the liquidity provided through cash flows from the Legacy Apache Properties, (i) the Debtors will provide liquidity by capitalizing FWE I on the Effective Date with \$50 million minus the accrual of post-petition decommissioning spend by the Debtors on the Legacy Apache Properties, which the Debtors project will be approximately \$24 million, and (ii) Apache will provide liquidity in the form of up to \$400 million of proceeds to be used by FWE I to perform plugging, abandonment, and decommissioning in accordance with the terms and conditions of the Standby Credit Facility Documents.

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<sup>15</sup> To the extent the Decommissioning Agreement (as discussed further below) is an executory contract, it will be assumed and become the obligation of FWE I under the Initial Plan of Merger.

<sup>16</sup> The descriptions of the assets and obligations in this section is for informational purposes only and are qualified in their entirety by reference to the Apache Definitive Documents.

Under the Decommissioning Agreement, separate security has previously been provided to Apache to secure plugging, abandonment, and decommissioning obligations associated with the Apache Legacy Properties, including approximately \$238 million in funds in Trust A (defined below) and approximately \$498 million in letters of credit and surety bonds (payable in accordance with their terms and conditions).

***E. FWE III***

FWE III will be allocated and vested with those rights, assets, and properties relating to the FWE III Oil & Gas Interests (collectively, the “**FWE III Assets**”) and those liabilities and obligations relating to the FWE III Assets (the “**FWE III Obligations**”).

On the Effective Date, FWE III will be capitalized with approximately \$27 million of capital through a combination of approximately (i) \$5-15 million of cash on hand and (ii) \$12-22 million in future cash commitments from the Credit Bid Purchaser, which the Debtors believe will provide the Plan Administrator with adequate funding to operate the FWE III Assets, and satisfy the FWE III Obligations, including the P&A Obligations associated with the FWE III Assets. Moreover, an additional \$12 million in outstanding security provided by surety bonds will be available to backstop any of the FWE III Obligations (in accordance with the terms and conditions of such bonds).

Upon the Effective Date, the Plan Administrator, the identity of which will be disclosed before the Confirmation Hearing, will serve as the sole officer, director, or manager of FWE III and perform all duties in accordance with the terms of the Plan and Plan Administrator Agreement, a copy of which will be filed in the Plan Supplement. The Plan Administrator’s powers and authority include, among other things, engaging in the ownership, operation, plugging and abandonment, and decommissioning of the (y) FWE III Assets, including the FWE III Oil & Gas Lease Interests and (z) except as otherwise agreed pursuant to an Additional Predecessor Agreement, any assets of any FWE Additional Entity.

All of the membership interests (or other equity interests, as applicable) of FWE I, FWE III, and any FWE Additional Entity will be owned by FWE Parent, as reorganized on the Effective Date (“**Post-Effective Date FWE Parent**”). On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) will be issued to the Plan Administrator to hold in trust as custodian for the benefit of holders of Allowed General Unsecured Claims and the Single Share will be recorded on the books and records maintained by the Plan Administrator.

***F. FWE IV***

Over the past several months, the Debtors and CUSA have been in negotiations regarding a consensual arrangement similar to the agreement reached with Apache at the outset of these chapter 11 cases. The Debtors are pleased to report that these efforts have culminated in an agreement-in-principle with CUSA on a framework for treatment of the FWE IV Properties, which is memorialized in Chevron Term Sheet attached hereto as **Exhibit O**.

The Chevron Term Sheet contemplates that the parties will work in good faith to negotiate the definitive documents and any other agreements required to implement the transaction contemplated in the Chevron Term Sheet in each case in accordance with the terms and conditions

set forth herein (“**Chevron Definitive Documents**”). The key terms of the Chevron Term Sheet provide, among others:

- **FWE IV Properties.** FWE will create a new entity, FWE IV, via a Texas divisive merger and FWE IV will be allocated and vested with the FWE IV Properties.
- **Turnkey Removal Agreement.** CUSA, FWE IV and Credit Bid Purchaser will enter into the Turnkey Removal Agreement whereby, upon agreement of the price for a decommissioning project, Credit Bid Purchaser will decommission the corresponding FWE IV Properties on a lump sum, turnkey payment basis, and Credit Bid Purchaser will earn a single pre-agreed payment (turnkey amount) in exchange for completing such decommissioning project. The Turnkey Removal Agreement provides, among other things, that FWE will contribute at Closing \$5,000,000 into an escrow account to cover operations to prepare the FWE IV Properties for decommissioning and that FWE IV will pay Credit Bid Purchaser as it performs such work. Credit Bid Purchaser shall not be required to undertake any decommissioning project until funds therefor are in the FWE IV escrow account and funding obligations of co-working interest owners or other predecessors-in-interest have been agreed on by the parties.
- **Contractor Operator Agreement.** FWE IV and Credit Bid Purchaser will enter into a Contract Operator Agreement whereby Credit Bid Purchaser will manage the administrative and corporate expenses of FWE IV along with the FWE IV Properties for a period of 5 years, subject to agreed-upon conditions for assignment.
- **Net Profits.** FWE IV will pay all net profits from production generated by the FWE IV Properties, after deducting royalties and taxes and less amounts required to cover operating expenditures of FWE IV into an escrow account to be used for decommissioning.
- **Neptune Spar Transition Services Agreement.** Credit Bid Purchaser will enter into a transition services agreement for transition services to be provided by Credit Bid Purchaser at CUSA’s cost for the period prior to commencement of CUSA’s campaign covering decommissioning of the Neptune Spar and related equipment and infrastructure.
- **Deepwater Assets Surety Bond.** Credit Bid Purchaser will deliver to CUSA on the second anniversary of closing of the transaction described in the Chevron Term Sheet a \$25 million irrevocable surety bond issued by a qualifying surety, for which CUSA shall be the sole private beneficiary and which CUSA shall be entitled to call to cover and/or to reimburse certain decommissioning costs of certain assets of Credit Bid Purchaser described in the Chevron Term Sheet. If Credit Bid Purchaser does not provide the surety bond, it will establish an escrow fund and provide a five percent (5%) net profit interest on its production until the escrow fund has received \$25 million.

### **G. Abandoned Properties**

Immediately upon the occurrence of the Effective Date of the Plan, all of the Abandoned Properties shall be automatically abandoned by the Debtors pursuant to sections 105(a) and 554(a) of the Bankruptcy Code, without further notice or order of the Court. The Debtors anticipate that BSEE will issue orders compelling either all or certain of the Predecessors and/or CIOs for each of the Abandoned Properties to perform the P&A Obligations for each respective property. Debtors have been coordinating with BSEE, Predecessors and CIOs on the safe and orderly operational transfer of the Abandoned Properties.

#### **1. Discussions with the Government, Predecessors, CIOs, and Sureties**

Since before the Petition Date, the Company has been in active discussions with BOEM and BSEE, as well as representatives from DOI and DOJ, to keep the U.S. government apprised of the Company's restructuring efforts and plans with respect to its properties. The Company has continued discussions with the DOI, DOJ, BOEM and BSEE on a regular basis regarding the structure of the Plan and progress on the Apache Definitive Documents and has provided the DOI, DOJ, BOEM and BSEE with diligence and operational updates on the Debtors' various properties and leases. Additionally, the Debtors are actively engaging in discussions with Predecessors that are being facilitated by the DOI and DOJ for the purpose of ensuring that the Predecessors have access to, and are provided with, appropriate and adequate information on the Abandoned Properties that the Debtors operate to inform them of actions required to take over operational control of such Abandoned Properties.

The Debtors have also been in regular discussions with many of the Predecessors and CIOs regarding the terms of their proposed restructuring, including the Debtors' intent to abandon the Abandoned Properties, in an effort to ensure that responsibility for such Abandoned Properties and the related P&A Obligations are transitioned in an orderly manner to the Predecessors or CIOs, as the case may be, while also exploring the potential to negotiate consensual, commercial arrangements similar to the FWE I structure. To help facilitate these discussions, the Debtors have responded to numerous formal and informal information and document requests, providing such Predecessors and CIOs with access to extensive diligence regarding the Abandoned Properties and other aspects of the Debtors' restructuring and Plan in the form of, among other things, presentations tailored to certain predecessors' potential exposure for P&A Obligations and liability and ways to mitigate such potential liability, access to an online tool (the "**Relativity Site**") that allows for easy sorting to review federal offshore leases and provides relevant information pertaining to each lease interest, including the field, block, lease number, type, rights owned, effective date, expiration date, operator, working interest, and status of the lease. In addition, for each of the FWE III Oil & Gas Lease Interests and Abandoned Properties, the Relativity Site provides (i) all identified predecessors in title and working interest owners, (ii) current record title ownership and chain of record title information, (iii) asset/liability ownership detail, (iv) BOEM bonds with ID number, beneficiary, surety and description tied to each lease, (v) 3rd party bonds with ID number, beneficiary, surety and description, and (vi) BSEE and FWE estimates of asset retirement obligation ("**ARO**") information, including gross/net amounts and asset count information. The Debtors have also been in discussions with their surety providers and have responded to numerous formal and informal information and document requests from the sureties by producing thousands of documents, granting sureties with access to the Relativity Site, and



providing certain sureties with presentations tailored to their potential exposure for P&A liability and ways to mitigate such potential liability.

**2. Agreed Activities on Abandoned Properties, Operational Transition Packets, and 90-Day Transition Services Agreements relating to Abandoned Properties**

To facilitate the safe and orderly operational transition of the Abandoned Properties currently operated by the Debtors and the assumption of the P&A Obligations related to same, the Debtors are taking the following actions:

- The Debtors have dedicated approximately \$6 million, in addition to amounts spent in the ordinary course, on safety related repairs and improvements on the Abandoned Properties. Despite the circumstances in which the Debtors find themselves and the intention to abandon properties under the Plan, the Debtors have continued to expend resources on the Abandoned Properties during the pendency of the Chapter 11 Cases.
- The Debtors are in the process of completing comprehensive operational transition packets of information (“OTP”) organized by each abandoned platform and its associated wells and infrastructure, which will provide Predecessors and CIOs with information, or access to information, of a kind and detail that a potential purchaser of such property would require, including extensive information regarding, among other things, the condition of the Abandoned Properties and related equipment (including the status of any applicable Incidents of Non-Compliance, “INCs”), all files, records, databases, data, and other information related to the properties, and all applicable permits and regulatory requirements. The Debtors provided the first OTPs to the affected Predecessors during the week of March 1, 2021, and provided the remaining OTPs to Predecessors and CIOs on a rolling basis thereafter.

Additionally, Credit Bid Purchaser will offer a 90-day transition period post-Effective Date during which Credit Bid Purchaser will manage any of the Abandoned Properties at the requesting Predecessor’s cost. Beginning the week of March 1, 2021, the Debtors, on behalf of Credit Bid Purchaser, provided identified Predecessors with a form of transition services agreement pursuant to which Credit Bid Purchaser will provide operational and other ancillary services in the same or similar manner that the Debtors have handled those services in the past with respect to the Abandoned Properties. The vast majority of employees of the Debtors will be employed by the Credit Bid Purchaser post-Effective Date, ensuring that the most knowledgeable and experienced personnel will continue to maintain the properties in a safe manner. To the extent any of the funds relating to the \$6 million amount described above remained unspent at the end of this period with respect to a specific Abandoned Property, such funds will be provided to the respective Predecessor or spent as agreed.

**3. Potential Consensual, Commercial Arrangements with Predecessors**

The Debtors continue to work toward reaching long-term commercial agreements similar to the FWE I and FWE IV structures with various Predecessors. Under such long-term consensual, commercial agreements, Credit Bid Purchaser would continue for a specified period the management of certain identified Abandoned Properties and the expedient decommissioning of

the asset base under terms to be agreed by the parties. A term sheet outlining terms available to all Predecessors that will require operatorship capabilities related to the Abandoned Properties has been provided to all relevant Predecessors. The Debtors have provided (and will continue to provide) the DOI, DOJ, BOEM and BSEE with regular updates on the status of their negotiations with each of the Predecessors.

Although the Debtors are hopeful that these discussions will result in consensual arrangements, there can be no guarantee that the relevant Predecessors will be willing to enter into consensual arrangements with the Debtors regarding the orderly transition of the Abandoned Properties and related assets. As such, following entry of the Confirmation Order, the Debtors will continue to work—whether on a consensual or nonconsensual basis—with each such Predecessor and, if applicable, CIO to ensure the smooth and safe transition of the Abandoned Properties.

#### 4. Notice to Predecessors and CIOs

As detailed in the *Motion Of Debtors For Entry of Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts and Unexpired Leases; (VI) Approving Procedures for Objections to the Assignment and Transfer of Property of The Estate; (VII) Approving Bid Submission Deadline and Procedures for Submission of Higher or Better Bids; and (VIII) Granting Related Relief* filed contemporaneously herewith (the “**Disclosure Statement Motion**”), the Debtors will serve each Predecessor and CIO with a copy of the order approving the Disclosure Statement and notice of the intent to abandon the Abandoned Properties pursuant to the Plan by first class mail or overnight mail.

#### H. 363 Credit Bid Transaction

Pursuant to section 5.2(c) of the Plan, (x) if the Confirmation Date does not occur before the Confirmation Outside Date or (y) if the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date is projected at any time prior to the Confirmation Date to exceed the Toggle Amount (the next Business Day after the occurrence of (x) or (y), the (“**Toggle Date**”), then, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, the Debtors will:

- (i) within 7 days of the Toggle Date, file a motion (the “**Toggle Motion**”), in form and substance acceptable to the Debtors, the Required DIP Lenders and Requisite FLTL Lenders, seeking entry of an order of the Bankruptcy Court approving a credit bid sale transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement (which terms shall be acceptable to the Debtors, the Requisite FLTL Lenders, and Required DIP Lenders), free and clear of all Liens (other than (i) any and all Liens securing the FLFO Claim or the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described

in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights that are applicable to the Credit Bid Acquired Interests;

- (ii) within 15 days of the Toggle Date and subject to the reasonable consent of Apache, the Requisite FLTL Lenders, the Required DIP Lenders and the Debtors, amend the Apache Definitive Documents as reasonably required to effectuate the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders); provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent; and
- (iii) within 35 days of the Toggle Date, obtain entry of an order of the Bankruptcy Court approving the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders).

#### **I. Settlement with the Creditors' Committee**

On March 9, 2021, the Debtors, together with the Consenting Creditors, reached an agreement in principle with the Creditors' Committee. That agreement is reflected in the Plan and provides, among other things, that:

- An unsecured creditor that is a third-party provider of goods or services to the Debtors and holds a claim arising from the provision of such goods and services (a "**Trade Creditor**") may elect to have its claim treated as an Unsecured Trade Claim;<sup>17</sup>
- Holders of Unsecured Trade Claims will agree (i) to enter into a Trade Agreement (as defined in the Plan) on trade terms that are no less favorable than the terms provided to the Debtors prior to the Petition Date, and (ii) to waive any and all liens against the Debtors, their assets and any co-owned assets, or any other affiliated person or entity (including any co-working interest owner of the Debtors), or any such person's or entity's respective assets or property (real or personal), regardless of the statute or other legal authority upon which the lien is asserted, held or asserted by the Trade Creditor relating to the Unsecured Trade Claim;
- Such holders of Allowed Unsecured Trade Claims in Class 6A that have executed Trade Agreements will receive Cash in the aggregate amount of the lesser of (i) \$8 million and (ii) 14% of the Allowed Amount of Allowed Unsecured Trade Claims. Pursuant to the Trade Agreements;

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<sup>17</sup> A Trade Creditor that does not elect to have its claim treated as an Unsecured Trade Claim, or that does not agree to enter into a Trade Agreement or waive its liens as provided in the Plan, will have its claim treated as a General Unsecured Claim in Class 6B.



- Holders of Allowed General Unsecured Claims in Class 6B will receive their Pro Rata Share of (i) 8-year warrants for 3.5% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of the Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and SLTL Tranche 1 Warrants, but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the GUC Warrant Agreement; *provided*, that if the SLTL Tranche 2 Warrants are exercised, the GUC Warrants shall be subject to adjustment or true-up as necessary to retain such percentage after giving effect to the exercise of the SLTL Tranche 2 Warrants (the “**GUC Warrants**”) and (ii) any distributable value of the Post-Effective Date Debtors and FWE I after satisfaction of (x) Allowed Administrative Expense Claims, Allowed DIP Claims, Allowed Postpetition Hedge Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, Allowed FLFO Claims, all Cure Amounts and (y) all fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down;
- the GUC Warrants will be held by FWE Parent for distribution in accordance with the Plan. In addition, to the extent all of the Cash distributable to holders of Allowed Unsecured Trade Claims is not distributed on or about the Effective Date, any such undistributed Cash will be held by FWE Parent for future distribution in accordance with the Plan;
- a person or entity selected by the Creditors’ Committee, subject to the consent of the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, with such consent not to be unreasonably withheld, will be appointed as Plan Administrator and the Plan Administrator Expense Reserve shall be funded with \$8 million in Cash;
- FLTL Deficiency Claims shall not receive any distribution or recovery under the Plan;
- on the Effective Date, the Post-Effective Date Debtors shall be deemed to have released all preference actions pursuant to section 547 of the Bankruptcy Code against the holders of Unsecured Trade Claims and General Unsecured Claims (in each case, solely in their capacity as holders of Unsecured Trade Claims and General Unsecured Claims, as applicable);
- the Creditors’ Committee’s will waive, as of the Effective Date, its right as provided in the DIP Order (defined below) to assert any Challenge to certain of the Lenders’ asserted liens;
- the Creditors’ Committee will support and not object to the Plan; and

- the Creditors' Committee will submit a letter to holders in Classes 6A and 6B of General Unsecured Claims recommending that such holders vote to accept the Plan.

***J. Settlement with the Ad Hoc Group of SLTL Lenders***

The Debtors filed their initial plan of reorganization on January, 1, 2021 [Docket No. 722] (the “**Initial Plan**”), with the support and the Ad Hoc Group of Secured Lenders and Apache, and subsequently filed an amended plan on March 15, 2021 [Docket No. 1020] (the “**March 15 Plan**”), with the additional support of the Creditors' Committee.

In March 2021, certain of the Prepetition SLTL Lenders formed an ad hoc group represented by Kasowitz Benson Torres LLP (the “**Ad Hoc Group of SLTL Lenders**”). The Ad Hoc Group of SLTL Lenders raised issues with respect to the Debtors' restructuring, the Initial Plan, and the March 15 Plan, including the valuation analysis prepared by Houlihan, attached hereto as **Exhibit N** and the value of the recovery being offered to the Prepetition SLTL Lenders under the March 15 Plan. The Ad Hoc Group of SLTL Lenders believed that they were entitled to additional value on account of their secured claim, given the increases to oil and gas prices between the date of filing the Initial Plan and the March 15 Plan.

The Debtors, the Consenting Creditors, and the Ad Hoc Group of SLTL Lenders, and their respective advisors, engaged in vigorous, arm's-length negotiations to resolve all of their respective issues on a consensual basis. The negotiations were a success, and on March 16, 2021, the Debtors, together with the Consenting Creditors, reached an agreement in principle with the Ad Hoc Group of SLTL Lenders (the “**SLTL Settlement**”). In particular, the SLTL Settlement improves recoveries for SLTL Claims under the Plan, compared to the Initial Plan. That agreement is reflected in the Plan and provides, among other things, that:

- Holders of Allowed SLTL Claims will be separately classified from General Unsecured Claims and will receive their Pro Rata Share of (i) 8-year warrants for 25% of the New Equity Interests, with a strike price set at a \$1,321 million equity value, with no Black-Scholes protections (the “**SLTL Tranche 1 Warrants**”), (ii) 8-year warrants for 32.5% of the New Equity Interests, with a strike price at \$1,585 million equity value, with no Black-Scholes protections (the “**SLTL Tranche 2 Warrants**”) and, together with the SLTL Tranche 1 Warrants, the “**SLTL Warrants**”), and (iii) subscription rights to acquire New Equity Interests with an aggregate value equal to \$20 million, issued at a 30% discount to the equity value of NewCo on the Effective Date;
- The Ad Hoc Group of SLTL Lenders will backstop the incremental \$20 million equity rights offering, with an 8% backstop fee, which is payable in equity at a 30% discount to the equity value of NewCo on the Effective Date; and
- The Debtors will pay the reasonable professional fees of Kasowitz Benson Torres LLP.

As a result of the SLTL Settlement, the Ad Hoc Group of SLTL Lenders now support the Plan. The Plan is also supported by the Consenting Creditors, Apache, the Prepetition FLFO Lenders, and the Creditors' Committee. The terms of the SLTL Settlement have been embodied

in the Plan and will be approved pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code via entry of the Confirmation Order, which will include findings that, among other things, the compromises and settlements under the Plan, including, but not limited to, the SLTL Settlement, are in the best interests of the Debtors, their Estates, their creditors, and other parties in interest and are fair equitable, and well within the range of reasonableness.

The Debtors believe that the Plan, as modified to implement the SLTL Settlement, represents the best available path to the Debtors to reorganize and maximize value for their stakeholders benefit.

### **K. Recommendation**

The Debtors are confident that they can implement the Restructuring described above to maximize stakeholder recoveries. Confirmation of the Plan will facilitate the reorganization and recapitalization of the Debtors' deepwater E&P business into a more streamlined efficient enterprise that will help preserve the jobs of in excess of 1,000 employees and contractors and its ability to successfully exploit oil and gas assets in the Gulf of Mexico to generate revenue and pay royalties to the U.S. Government. Moreover, the Debtors believe that the Plan does so in a manner where the P&A Obligations will continue to be performed in a safe and responsible manner by the relevant parties (as determined by BSEE) and will accelerate the decommissioning work performed on multiple wells, pipelines, platforms, and other facilities and substantially reduce the number of platforms in the Gulf of Mexico. For these reasons, among others, the Debtors strongly recommend that holders of Claims entitled to vote on the Plan vote to accept the Plan.

### **L. Confirmation Timeline**

The Debtors seek to move forward expeditiously with the Solicitation of votes and a hearing on confirmation of the Plan in an effort to minimize the continuing accrual of administrative expenses. Accordingly, subject to the Bankruptcy Court's approval, the Debtors are proceeding on the following timeline with respect to the Disclosure Statement and the Plan:

Hearing on Approval of Disclosure Statement	April 14, 2021 2:00 p.m. (prevailing Central Time)
Plan Supplement Filing	May 26 <sup>18</sup> , 2021 at 4:00 p.m. (prevailing Central Time)
Voting Deadline	June 2, 2021 at 4:00 p.m. (prevailing Central Time)
Deadline to Object to Confirmation of Plan	June 2, 2021 at 4:00 p.m. (prevailing Central Time)

<sup>18</sup> [NTD: The Debtors intend to file a revised schedule moving the Plan Supplement filing date from June 2nd to May 26th.]

Deadline to File (i) Reply to Plan Objection(s) and (ii) Brief in Support of Plan Confirmation	June 4, 2021
Confirmation Hearing	June 9, 2021 at 9:00 a.m. (prevailing Central Time)

**M. Inquiries**

If you have any questions about the packet of materials you have received, please contact Prime Clerk LLC, the Debtors' voting agent (the "**Voting Agent**"), at (855) 631-5346 (toll free from the United States or Canada) or +1 (917) 460-0913 (international). Additional copies of the Disclosure Statement, the Plan, or the Plan Supplement (when filed) are available upon written request made to the Voting Agent at the following address:

Fieldwood Energy LLC Ballot Processing  
c/o Prime Clerk LLC  
One Grand Central Place  
60 East 42nd Street  
New York, NY 10165

Copies of the Disclosure Statement, which includes the Plan and the Plan Supplement (when filed) are also available on the Voting Agent's website, <https://cases.primeclerk.com/FieldwoodEnergy/>. PLEASE DO NOT DIRECT INQUIRIES TO THE BANKRUPTCY COURT.

## II. **SUMMARY OF PLAN TREATMENT**

The following table summarizes: (i) the treatment of Claims and Interests under the Plan; (ii) which Classes are impaired by the Plan; (iii) which Classes are entitled to vote on the Plan; and (iv) the estimated recoveries for holders of Claims and Interests. The table is qualified in its entirety by reference to the full text of the Plan. The Debtors may not have holders of Claims or Interests in a particular Class or Classes, and such Classes will be treated as set forth in Section 3.6 of the Plan.

Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
1 (Other Secured Claims)	Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtors or the Post-Effective Date Debtors, such holder shall receive either (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such other treatment so as to render such holder's Allowed	Impaired  (Entitled to vote)	[\$4.2 million - \$9.5 million]	100%

Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
	Other Secured Claim Unimpaired, or (iii) any other treatment consistent with the provisions of section 1129 of the Bankruptcy Code, including by providing such holder with the “indubitable equivalent” of their Allowed Other Secured Claim (which, for the avoidance of doubt, may be in the form of a multi-year promissory note or other financial instrument); <i>provided</i> , that any Allowed Other Secured Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.			
2 (Priority Non-Tax Claims)	Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall, at the option of the Debtors or the Post-Effective Date Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, in each case, or as soon as reasonably practicable thereafter; <i>provided</i> , that any Allowed Priority Non-Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.	Unimpaired  (Not entitled to vote because presumed to accept)	\$0 – \$500,000	100%
3 (FLFO Claims)	Except to the extent that a holder of an Allowed FLFO Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of such Allowed FLFO Claim, (a) each holder of an Allowed FLFO Claim shall receive its Pro Rata Share of the FLFO Distribution Amount and (b) all remaining Allowed FLFO Claims shall be assumed by the NewCo Entities as modified to the extent set forth in the First Lien Exit Facility Documents. The Liens securing the FLFO Claims that attach to the Credit Bid Acquired Interests shall be retained and deemed assigned to the First Lien Exit Facility Agent upon the Effective Date to secure the obligations under the First Lien Exit Facility.	Impaired  (Entitled to vote)	\$138,599,082.31	100%

Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
4 (FLTL Claims)	Except to the extent that a holder of an Allowed FLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed FLTL Claim and in consideration for the Credit Bid Transaction, each holder of an Allowed FLTL Claim shall receive its Pro Rata Share of: (i) 100% of the New Equity Interests, subject to dilution by (w) the Backstop Commitment Equity Premium Interests, (x) the New Equity Interests issued upon exercise of the Subscription Rights, (y) any New Equity Interests issued upon the exercise of the New Money Warrants, SLTL Warrants, or the GUC Warrants, and (z) any New Equity Interests issued pursuant to the Management Incentive Plan; and (ii) the FLTL Subscription Rights.	Impaired  (Entitled to vote)	\$1,142,688,815.28 <sup>19</sup>	45.1% -56.7%
5 (SLTL Claims)	Except to the extent that a holder of an Allowed SLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed SLTL Claim, each holder of an Allowed SLTL Claim shall receive its Pro Rata Share of: (i) the SLTL Warrants; and (ii) the SLTL Subscription Rights.	Impaired  (Entitled to vote)	\$517,500,000.00 <sup>20</sup>	16.7% -35.4%
6A (Unsecured Trade Claims)	Except to the extent that a holder of an Allowed Unsecured Trade Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim that has executed a Trade Agreement shall receive: (i) if 14% of the aggregate amount of all Allowed Unsecured Trade Claims is less than or equal to \$8,000,000, Cash in an amount equal to 14% of the Allowed amount of such holder's Allowed Unsecured Trade Claim; or (ii) if 14% of the aggregate amount of Allowed Unsecured Trade Claims is greater than \$8,000,000, its Pro Rata share of \$8,000,000.	Impaired  (Entitled to vote)	\$43.2 million - \$51.9 million	14%

<sup>19</sup> \$1,142,688,815.28 is the principal amount of the Allowed FLTL Claims. In addition, as of the Petition Date, \$39,370,574.84 of accrued but unpaid interest or fees were due and owing under the Prepetition FLTL Credit Agreement.

<sup>20</sup> \$517,500,000.00 is the principal amount of the Allowed SLTL Claims. In addition, as of the Petition Date, \$26,073,707.75 of accrued but unpaid interest or fees were due and owing under the Prepetition SLTL Credit Agreement.

Class and Designation	Treatment	Impairment and Entitlement to Vote	Estimated Allowed Amount	Approx. Percentage Recovery
6B (General Unsecured Claims)	Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or after the Effective Date, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, up to the full amount of such holder's Allowed General Unsecured Claim, its Pro Rata Share of: (i) the GUC Warrants; and (ii) any Residual Distributable Value.	Impaired  (Entitled to vote)	\$963 million - \$1,138 million	0.8% - 14.3%
7 (Intercompany Claims)	On or after the Effective Date, all Intercompany Claims shall be adjusted, reinstated, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.	Unimpaired  (Not entitled to vote because presumed to accept)	N/A	0% - 100%
8 (Subordinated Securities Claims)	All Subordinated Securities Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Securities Claims will not receive any distribution on account of such Allowed Subordinated Securities Claims.	Impaired  (Not entitled to vote because deemed to reject)	\$0	0%
9 (Intercompany Interests)	On the Effective Date, all Intercompany Interests, in the Debtors' or the Post-Effective Date Debtors' discretion, shall be adjusted, reinstated, cancelled, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.	Unimpaired  (Not entitled to vote because presumed to accept)	N/A	0% - 100%
10 (Existing Equity Interests)	On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect.	Impaired  (Not entitled to vote because deemed to reject)	N/A	0%

### III. OVERVIEW OF DEBTORS

#### A. General Overview

The Company is one of the largest oil and gas exploration and production companies in the Gulf of Mexico (the "GOM"). Its portfolio of properties includes both deepwater assets and shallow water assets in the GOM. The majority of the Company's shallow water assets were



acquired in 2013 when the Company purchased the Legacy Apache Properties from Apache. The Company's other shallow water assets were acquired through multiple other subsequent transactions including its 2014 acquisition of certain subsidiaries of SandRidge Energy, Inc. comprising its Gulf Coast division (the shallow water "**Non-Apache Properties**") and, together with the shallow water Legacy Apache Properties, the "**Shelf Assets**"). The Company subsequently acquired a number of deepwater assets in 2018 when it purchased Noble Energy, Inc.'s deepwater business (the "**Noble Properties**") as part of its previous chapter 11 case discussed below. Since 2018, the Company has acquired additional interests in its Noble Properties and additional deepwater assets to further diversify and complement its portfolio of properties (together with the Noble Properties, the "**Deepwater Assets**").

Despite the Company's strategic growth plans and diversified mix of properties, the Company's liquidity profile has become volatile in recent years, primarily as a result of (i) the precipitous decline in crude oil prices starting in 2014 and then again in 2020 and (ii) more recently, the effects of the COVID-19 pandemic. These adverse market conditions first led the Company to restructure its balance sheet pursuant to prepackaged chapter 11 cases commenced in February of 2018 – *In re Fieldwood Energy LLC*, Case No. 18-30649 (DRJ) (the "**2018 Restructuring**"). In April 2018, the Bankruptcy Court entered an order confirming the Company's plan of reorganization, pursuant to which the Company reduced its funded debt obligations by more than \$1.6 billion and acquired the Noble Properties. Since the 2018 Restructuring, however, worsening market conditions coupled with significant decommissioning costs related to its Shelf Assets have resulted in reduced liquidity for the Company.

## **B. Debtors' Corporate History and Structure**

### **1. Corporate History**

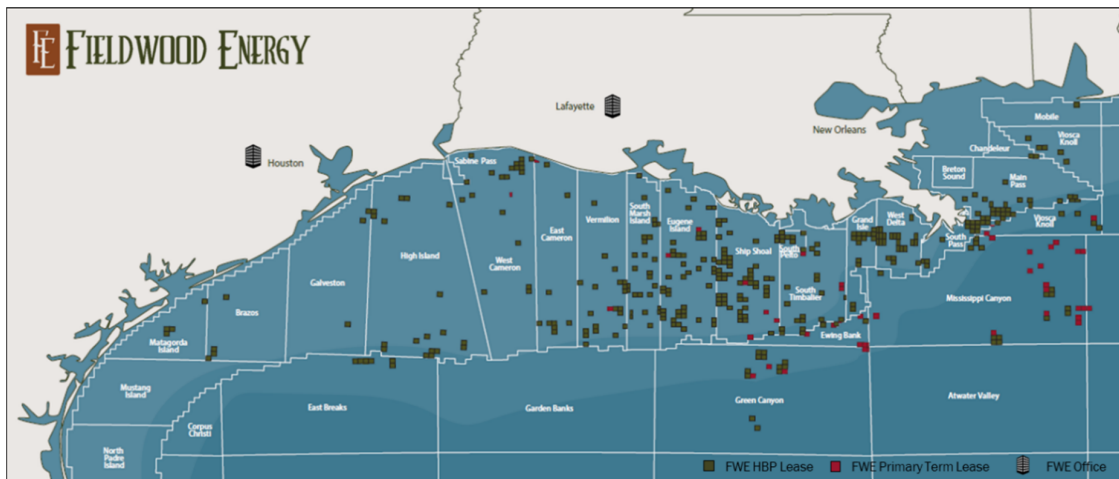
FWE was established in December 2012 as a portfolio company of certain energy funds of Riverstone Holdings LLC, a private energy and power-focused investment firm. The Company operates an energy business focused on the acquisition, development, exploration, and production of oil and natural gas properties. The Company's oil and natural gas assets consist primarily of producing oil and natural gas properties located primarily offshore in the GOM. FWE was initially capitalized in September 2013 in connection with the acquisition of shallow water assets from Apache.<sup>21</sup> In early 2014, the Company completed an acquisition of certain GOM assets from SandRidge Energy, Inc.<sup>22</sup> In connection with the 2018 Restructuring, the Company acquired the deepwater Noble Properties. Since 2018, the Company has grown its deepwater asset base through opportunistic acquisitions of additional deepwater assets and through a strategic exploration and development program by drilling and completing five deepwater wells near facilities that FWE either owns, operates, or to which it has a contractual right to flow-back. The combination of FWE's shallow water and deepwater properties makes it one of the largest oil and gas exploration and production companies in the GOM by leasehold and operated production.

<sup>21</sup> Debtor GOM Shelf LLC and FW GOM Pipeline, Inc. were also acquired in this acquisition.

<sup>22</sup> The following Debtors were acquired in this transaction: Dynamic Offshore Resources NS, LLC, Fieldwood Energy Offshore LLC, Fieldwood Onshore LLC, Fieldwood SD Offshore LLC, Bandon Oil and Gas GP, LLC, Bandon Oil and Gas, LP, Fieldwood Energy SP LLC, Galveston Bay Pipeline LLC, and Galveston Bay Processing LLC.



The following map illustrates the locations of the Debtors' oil and natural gas properties as of the Petition Date:



As of the Petition Date, the Debtors had over 300 operated platforms spread across more than 1.5 million gross acres. The Debtors employ over 600 employees across their offices in Houston, Lafayette, and offshore. In addition, the Debtors have approximately 500 additional contractor personnel on their facilities on a daily basis. The Debtors maintain operational control over greater than 95% of their diversified asset base. During the first three months of 2020, the Debtors have produced, on average, 79,410 barrels of oil equivalent per day. In a typical year, the Debtors spend significant sums on helicopters, drilling rigs, and various marine vessels to support operations, including support for producing fields, workovers, recompletions, ongoing maintenance, drilling, and decommissioning activities.

Additionally, as one of the largest facility and well owners in the GOM, the Debtors have an extensive well plugging and abandonment (“P&A”) and decommissioning programs. In recent years, the Company has maintained a robust staff specifically dedicated to managing P&A and decommissioning operations. The Company has performed a significant amount of well-P&A work in-house using Company-owned spreads and specialized employees.

The Company prides itself on being an industry leader in establishing vigorous systems to manage its risk associated with offshore GOM operations effectively and is committed to maintaining safe and efficient operations, with the paramount goal of protecting personnel, the environment, and its facilities. To mitigate risk and support the Company’s daily operations, the Company maintains a multi-tier insurance program. The Company’s current energy package policy includes insurance coverage for pollution as well as third-party pollution liabilities, control of well, and property damage from operational and windstorm risk. In addition, the Company requires each of its contractors working on its facilities to maintain insurance coverage appropriate for the services provided by the contractor and for the contractor to name the Company as an additional insured under its insurance policies. The Company also requires each contractor to provide contractual indemnification to the Company for bodily injury and property damage arising out of the contractor’s operations.

(a) Regulation of Debtors' Business and Decommissioning Obligations

The Debtors are subject to the local, state, and federal laws and regulations in the jurisdictions where they operate. The laws and regulations that impact the Debtors' operations include those relating to the operation of wells and facilities (including platforms, pipelines, and gathering or processing units), environmental protection, health and safety, and oil and natural gas exploration and development.

The Company's operations in the GOM include a substantial number of oil and gas leases situated in federal waters and issued by the U.S. Department of the Interior. Specifically, the Company owns an interest in over 350 oil, gas, and mineral leases ("**Oil and Gas Leases**"), and is party to hundreds of joint operating agreements, unitization agreements, and farm-out agreements governing operations of the Oil and Gas Leases. Of their Oil and Gas Leases, almost all are offshore leases granted by BOEM or its predecessor entity. Operation of the Oil and Gas Leases in the GOM is subject to regulation by BOEM and BSEE (as well as other federal agencies including the Environmental Protection Agency and the United States Coast Guard) and requires compliance with the regulations of these agencies and other federal regulations and orders issued pursuant to various federal laws, including the Outer Continental Shelf Lands Act. For offshore operations, lessees must obtain BOEM approval for exploration, development, and production plans before the commencement of such operations. In addition to permits required from other agencies such as the U.S. Environmental Protection Agency, lessees must obtain a permit from BSEE before commencing drilling and must comply with regulations governing, among other things, engineering and construction specifications for production facilities, safety procedures, well containment, P&A, and removal of infrastructure facilities. The Company has some operations in Texas and Louisiana; those operations are subject to regulation by various state regulators.

(b) Obligations to the United States Government

To cover the various obligations of lessees and operators, such as the cost to plug and abandon wells and decommission and remove platforms and pipelines at the end of production on a lease, BOEM may require that lessees post surety bonds or other acceptable financial assurances that such obligations will be met. As of the Petition Date, the Debtors have obtained approximately \$175 million in surety bonds for the benefit of BOEM to secure various of the Debtors' P&A Obligations.

(c) Obligations to Third Parties

Pursuant to BSEE regulations, the Company is jointly and severally liable for P&A obligations with all current and prior owners in the chain of title for all P&A liability that was accrued during the prior and current owners' ownership period. Therefore, in connection with many of its acquisitions of oil and gas properties, the Company has entered into various arrangements with the sellers that establish how the decommissioning of the subject oil and gas properties will be addressed in compliance with BOEM and BSEE regulations, including (as discussed below) with Apache.

Obligations to Third Parties Excluding Apache. As stated, the Debtors have entered into various arrangements with third parties concerning P&A Obligations assumed or that may arise

during the Debtors' ownership of any acquired assets. In connection with the P&A Obligations owed to third parties (other than Apache), the Debtors have obtained approximately \$494 million in surety bonds and maintain less than \$10 million in escrow deposits, in each case for the benefit of such third parties.

Obligations to Apache. As explained above, the Company, in 2013, purchased the Legacy Apache Properties from Apache and agreed to assume decommissioning liabilities for certain properties that Apache previously owned and operated (the Legacy Apache Properties together with the previously owned and operated properties, the "**Apache Properties**"). The Debtors' decommissioning obligations owed to Apache with respect to the Apache Properties is governed by the provisions of the Decommissioning Agreement.

Under the Decommissioning Agreement, the Debtors must spend a minimum amount (\$80 million through 2022) each year on decommissioning the Apache Properties or fund any shortfall into a decommissioning trust for which Apache holds a beneficial interest (the "**Trust A**"). If the Company fails to perform the decommissioning required by the government, Apache may perform the decommissioning itself and seek reimbursement from the Company. If the Debtors fail to reimburse Apache, then Apache may then seek reimbursement first from proceeds held in Trust A and then from certain letters of credit or surety bonds issued for its benefit and described below. Any amounts collected by Apache under the letters of credit or surety bonds, but not used for reimbursement for Apache decommissioning work, are required to be deposited into Trust A.

Under the Decommissioning Agreement and related documents, as amended in connection with the 2018 Restructuring, the Company has provided Apache with the following security and credit support relating to decommissioning of the Apache Properties:

- Approximately \$498 million in letters of credit, provided that the Company has the right to replace up to \$150 million of letters of credit with an equivalent amount of surety bonds in form and substance acceptable to Apache, which the Debtors have exercised;
- The conveyance of net profits interests into Trust A; and
- A first-priority springing lien on the assets of Trust A upon certain conditions being fulfilled, including the condition that the NPIs are recharacterized by the Bankruptcy Court.

Each month, the Debtors are obligated to deposit certain of the net profits generated by certain of the Apache Properties into Trust A. Certain funds in Trust A may be reimbursed to the Debtors if the Company certifies that the required minimum spend on decommissioning will be performed in the applicable year, and other funds in Trust A continue to accrue until the amounts therein equal approximately \$300 million. As the Company decommissions the Apache Properties, funds in Trust A and the amount of the letters of credit or surety bonds may be reduced if they together exceed 125% of the Debtors' remaining decommissioning liabilities under the Decommissioning Agreement. Under FWE's decommissioning program, the Company has performed approximately \$1.4 billion of decommissioning work, and has plugged and abandoned over 1,100 wells, 400 pipelines, and 380 platforms and other facilities through year-end 2019.

In connection with the 2018 Restructuring, the Debtors and Apache amended the Decommissioning Agreement to its current form. Under the Apache Term Sheet, all of the Debtors' obligations under the Decommissioning Agreement will continue with FWE I.

(d) 2018 Restructuring

On February 15, 2018, the Debtors commenced the 2018 Restructuring in the Bankruptcy Court. Pursuant to a pre-packaged plan of reorganization (the "**2018 Plan**"), the Debtors reduced their total funded debt from approximately \$3.3 billion to \$1.7 billion and reduced the Company's annual debt service obligations by up to \$128 million.

Additionally, pursuant to the 2018 Plan, the Company acquired the deepwater Noble Properties for a purchase price of approximately \$480 million, before customary adjustments. The Noble Properties have increased the Company's base of cash-flow positive assets meaningfully and have provided accretive value to the Debtors through operational efficiencies and synergies with the Debtors' existing assets. The Company's purchase of the Noble Properties was funded by a portion of the proceeds from an equity rights offering to certain of the Company's then-second lien lenders (the "**2018 Rights Offering**").

(e) Other Matters

FWE is the indirect owner of economic interests in approximately 10% of Fieldwood Mexico, with the remaining 90% owned primarily by Riverstone V FW Holdings, LLC and its affiliates. Fieldwood Mexico is not a debtor in these Chapter 11 Cases. Fieldwood Mexico is the designated operator of the undeveloped Ichalkil and Pokoch fields in Mexico and splits all costs and profits equally with its Mexican partner, PetroBal, S.A.P.I. de C.V. FWE manages Fieldwood Mexico and provides technical and administrative services to Fieldwood Mexico pursuant to various service agreements on arm's-length terms.

## 2. Debtors' Corporate and Governance Structure

FWE Parent is approximately 49% owned by Riverstone Holdings LLC and certain of its affiliates, approximately 49.5% owned by its previous lenders and participants of the 2018 Rights Offering, and approximately 1.5% owned by employees through settlements of restricted stock units issued under a management incentive plan. Collectively, the Debtors consist of 14 entities registered under the laws of Delaware, Texas, and Louisiana. The Debtors also own two wholly-owned, non-debtor, domestic affiliates formed in Delaware and a wholly-owned, non-debtor, non-domestic affiliate formed in the Netherlands. A chart illustrating the Debtors' organizational structure as of the Petition Date is annexed hereto as Exhibit L.

All of the other Debtors are wholly-owned, direct or indirect subsidiaries of FWE Parent. FWE Parent's Board of Directors (the "**Board**") functions as the Debtors' governing board with respect to the decision-making underlying these Chapter 11 Cases.

Each Debtor other than FWE Parent is either a member-managed or manager-managed limited liability company or a corporation with a one-person or two-person board of directors, with the exception of one partnership entity that is managed by its general partner. FWE Parent's Board consists of the following seven directors:

<u>Name</u>	<u>Position</u>
Mark S. Boyadjian	Independent Director
Jason Dillow	Director
Bartow Jones	Director
Jim LaChance <sup>23</sup>	Independent Director
N. John Lancaster	Director
Jason Mudrick	Director
James H. Painter	Independent Director

Before July 8, 2020, G.M. McCarroll served as Chairman of the Board. He was also the Debtors' President and Chief Executive Officer. G.M. McCarroll resigned his positions effective as of July 1, 2020 pursuant to a separation agreement with the Company and continues to provide transition services at the Board's direction under a consulting agreement. The Board thereafter resolved to create an Executive Leadership Team (the "**ELT**") in lieu of appointing an individual to replace G.M. McCarroll as Chief Executive Officer. The Board has appointed Michael T. Dane (Senior Vice President and Chief Financial Officer), Thomas R. Lamme (Senior Vice President and General Counsel), and Gary D. Mitchell (Senior Vice President – Production) to serve on the ELT. In addition, the Board formed the Leadership Transition Committee (the "**LTC**") to oversee the ELT. Jim LaChance, an independent director, who joined the Board on July 8, 2020, is the sole member of the LTC.

On October 20, 2020, the Board authorized and directed Mr. LaChance, the Company's management team, and the Company's professional advisors to negotiate with the Company's stakeholders the terms of a chapter 11 plan of reorganization and to make a recommendation to the Board regarding the terms thereof, and further directed Mr. LaChance to consult with Mr. Boyadjian, and Mr. Painter, both independent directors, in connection with the foregoing.

On March 18, 2021, the Board formally established the Restructuring Committee of the Board (the "**Restructuring Committee**") composed of the three independent directors, Mr. LaChance, Mr. Boyadjian, and Mr. Painter. The Board unanimously delegated authority to the Restructuring Committee to, among other things, oversee and direct the Company's negotiations with the Company's stakeholders regarding the terms of a chapter 11 plan of reorganization and other related agreements and to make a recommendation to the Board regarding the terms thereof.

The Company has highly experienced managers for its operations. The Company's core management team consists of the following individuals:

<u>Name</u>	<u>Position</u>
Michael T. Dane	Senior Vice President and Chief Financial Officer
Thomas R. Lamme	Senior Vice President, General Counsel, and Secretary
Gary D. Mitchell	Senior Vice President, Production
Gary Janik	Senior Vice President, Reservoir Engineering, Acquisitions and Mexico
John Seeger	Senior Vice President, Operations
John Smith	Senior Vice President, Business Development

<sup>23</sup> Jim LaChance was appointed a director in July 2020. The terms of his engagement are governed by that certain *Independent Director Agreement*, dated July 12, 2020.

**C. Equity Ownership**

The following entities own, directly or indirectly, 10% or more of equity interests in FWE Parent:

- a) Certain funds sponsored by, or affiliated with, Riverstone Holdings LLC collectively own approximately 49% of common stock in FWE Parent (the “**Common Stock**”).
- b) Certain funds sponsored by, or affiliated with, Bardin Hill Investment Partners LP collectively own approximately 12% of the Common Stock.
- c) Certain funds sponsored by, or affiliated with, Mudrick Capital Management LP collectively own approximately 11% of the Common Stock.

Each of the Debtors other than FWE Parent is directly or indirectly wholly-owned by FWE Parent.

**D. Prepetition Indebtedness**

Immediately before the Petition Date, the Debtors’ funded prepetition indebtedness was approximately \$1,800 million, consisting of the following:

Facility	Maturity	Principal
<b>Fieldwood - First Lien Debt Obligations</b>		
First Lien First Out Term Loans	12/31/2021	\$139 million
First Lien Last Out Term Loans	04/11/2022	\$1,143 million
<b>Fieldwood - Second Lien Debt Obligations</b>		
Second Lien Term Loans	04/11/2023	\$518 million
Total Funded Debt		\$1,800 million

The below description of the Debtors’ prepetition indebtedness is for informational purposes only and is qualified in its entirety by reference to the specific agreements evidencing such indebtedness.

**1. First Lien First Out Credit Agreement**

Certain of the Debtors are parties to that certain *Second Amended and Restated Credit Agreement-First Out*, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified before the date hereof, the “**Prepetition FLFO Credit Agreement**”) between FWE, as borrower, FWE Parent, as holdings, Goldman Sachs Bank USA, as administrative agent (the “**Prepetition FLFO Administrative Agent**”), Cantor Fitzgerald Securities (“CFS”), as collateral agent (in its capacity as such, the “**Prepetition FLFO Collateral Agent**”), and the Lenders (as defined therein) from time to time party thereto (the “**Prepetition FLFO Lenders**”). The Prepetition FLFO Credit Agreement establishes (i) a term loan credit facility that matures on December 31, 2021, pursuant to which an aggregate principal amount of approximately \$50 million in term loans (the “**Initial FLFO Term Loans**”) are outstanding, (ii) a multi-draw term loan credit facility that matures on December, 31, 2021, pursuant to which an aggregate principal amount of approximately \$50 million in term loans (together with the Initial FLFO Term Loans, the “**FLFO Term Loans**”) are outstanding, and (iii) a revolving credit facility



that matures on December 31, 2021, pursuant to which (a) an aggregate principal amount of approximately \$17 million in revolving loans is outstanding and (b) a reimbursement obligation in favor of the Prepetition FLFO Administrative Agent with respect to approximately \$22 million in drawn letters of credit is outstanding, plus, in each case, any applicable interest, fees, and other amounts.

Certain of the Debtors guaranteed the Obligations (as defined in the Prepetition FLFO Credit Agreement (the “**FLFO Obligations**”)) of FWE pursuant to that certain *Amended and Restated Guarantee Agreement*, dated as of April 11, 2018, among FWE, FWE Parent, certain other Debtors as guarantors (collectively, with FWE Parent, the “**FLFO Guarantors**”) and the FLFO Collateral Agent. In order to secure the FLFO Obligations and the guarantee provided with respect to the FLFO Obligations, each of FWE and the FLFO Guarantors granted, or confirmed their continuing grant of, a first priority security interest in, and lien upon, substantially all of their material personal property, subject to customary exceptions, pursuant to that certain *Second Amended and Restated Collateral Agreement*, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified before the date hereof, the “**FLFO Collateral Agreement**”) among FWE, the FLFO Guarantors, the Prepetition FLFO Administrative Agent, and the Prepetition FLFO Collateral Agent. In addition to the liens and security interests granted pursuant to the Prepetition FLFO Collateral Agreement, FWE and certain of the FLFO Guarantors granted, or confirmed their continuing grant of, first priority Mortgages (as defined in the FLFO Credit Agreement, the “**FLFO Mortgages**”) on certain oil and gas properties located in Alabama, Louisiana, Mississippi, and Texas, and otherwise in jurisdictions where recordation with BOEM was required.

## 2. First Lien Term Loan Agreement

Certain of the Debtors are parties to that certain *Amended and Restated First Lien Credit Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Prepetition FLTL Credit Agreement**”), among FWE, as borrower, FWE Parent, as holdings, the lenders from time to time party thereto (the “**Prepetition FLTL Lenders**”) and, together with the Prepetition FLFO Lenders, the “**Prepetition First Lien Lenders**”), and Cantor Fitzgerald Securities, as administrative agent and collateral agent (the “**Prepetition FLTL Administrative Agent**”) and, together with the Prepetition FLFO Administrative Agent and the Prepetition FLFO Collateral Agent, the “**Prepetition First Lien Agents**”). As of the Petition Date, the aggregate amount outstanding under the FLTL Credit Agreement was approximately \$1,142,688,815.28, plus any unpaid interest, fees, premiums, or other amounts due thereunder.

Certain of the Debtors guaranteed the Obligations (as defined in the FLTL Credit Agreement (the “**FLTL Obligations**”)) of FWE pursuant to that certain *Amended and Restated Guarantee Agreement*, dated as of April 11, 2018, among FWE, FWE Parent, certain other Debtors as guarantors (collectively, with FWE Parent, the “**FLTL Guarantors**”) and the FLTL Administrative Agent. In order to secure the FLTL Obligations and the guarantee provided with respect to the FLTL Obligations, each of FWE and the FLTL Guarantors granted, or confirmed their continuing grant of, a first priority security interest in, and lien upon, substantially all of their material personal property, subject to customary exceptions, pursuant to that certain *Amended and Restated Collateral Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified before the date hereof, the “**FLTL Collateral**”).

**Agreement**”, and, together with the FLFO Collateral Agreement, the “**First Lien Collateral Agreements**”) among FWE, the FLTL Guarantors and the FLTL Administrative Agent, as collateral agent. In addition to the liens and security interests granted pursuant to the FLTL Collateral Agreement, FWE and certain of the FLTL Guarantors granted, or confirmed their continuing grant of, first priority Mortgages (as defined in the FLTL Credit Agreement and, together with the FLFO Mortgages, the “**First Lien Mortgages**”, the First Lien Mortgages, together with the First Lien Collateral Agreements and any other “Security Documents” as defined in the Prepetition FLFO Credit Agreement and Prepetition FLTL Credit Agreement, respectively, the “**First Lien Security Documents**”) on certain oil and gas properties located in Alabama, Louisiana, Mississippi, and Texas, and otherwise in jurisdictions where recordation with BOEM was required. The security interest and lien securing the FLTL Obligations is *pari passu* with the security interest and lien securing the FLFO Obligations; however, pursuant to the terms of the Pari Passu Intercreditor Agreement (as defined below), any proceeds from the collateral securing the FLFO Obligations and the FLTL Obligations are required to be applied first towards the repayment of the FLFO Obligations and, thereafter, towards the repayment of the FLTL Obligations.

### 3. Second Lien Term Loan Agreement

Certain of the Debtors are parties to that certain *Amended and Restated Second Lien Credit Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Prepetition SLTL Credit Agreement**” and, together with the Prepetition FLFO Credit Agreement and Prepetition FLTL Credit Agreement, the “**Prepetition Credit Agreements**”), among FWE, as borrower, FWE Parent, as holdings, the lenders from time to time party thereto (the “**Prepetition SLTL Lenders**” and, together with the Prepetition First Lien Lenders, the “**Prepetition Lenders**”), and Cortland Capital Market Services LLC, as administrative agent and collateral agent (the “**Prepetition SLTL Administrative Agent**” and, together with the Prepetition First Lien Agents, the “**Prepetition Administrative Agents**”). As of the Petition Date, the aggregate amount outstanding under the Prepetition SLTL Credit Agreement was approximately \$517,500,000, plus any unpaid interest, fees, premiums, or other amounts due thereunder (collectively, the “**SLTL Claims**”).

Certain of the Debtors guaranteed the Obligations (as defined in the SLTL Credit Agreement (the “**SLTL Obligations**”)) of FWE pursuant to that certain *Amended and Restated Guarantee Agreement*, dated as of April 11, 2018, among FWE, FWE Parent, certain other Debtors as guarantors (collectively, with FWE Parent, the “**SLTL Guarantors**”) and the Prepetition SLTL Administrative Agent. In order to secure the SLTL Obligations and the guarantee provided with respect to the SLTL Obligations, each of FWE and the SLTL Guarantors granted, or confirmed their continuing grant of, a second priority security interest in, and lien upon, substantially all of their material personal property, subject to customary exceptions, pursuant to that certain Amended and Restated Collateral Agreement, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified before the date hereof, the “**SLTL Collateral Agreement**”) among FWE, the SLTL Guarantors and the SLTL Administrative Agent, as collateral agent. In addition to the liens and security interests granted pursuant to the SLTL Collateral Agreement, FWE and certain of the SLTL Guarantors granted, or confirmed their continuing grant of, second priority Mortgages (as defined in the SLTL Credit Agreement, and, together with the First Lien Mortgages, the “**Mortgages**”, the Mortgages, together with the First Lien Security Documents and any other “Security Documents” as defined in the SLTL Credit

Agreement, the “**Security Documents**”) on certain oil and gas properties located in Alabama, Louisiana, Mississippi, and Texas, and otherwise in jurisdictions where recordation with BOEM was required.

#### 4. **Intercreditor Agreements**

The relative contractual rights of the Prepetition FLFO Lenders, on the one hand, and the Prepetition FLTL Lenders, on the other hand, are governed by that certain *Pari Passu Intercreditor Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Pari Passu Intercreditor Agreement**”). The Pari Passu Intercreditor Agreement controls the rights and obligations as among the holders of the FLFO Obligations (the “**Prepetition FLFO Secured Parties**”), the holders of the FLTL Obligations (together with the Prepetition FLFO Secured Parties, the “**Prepetition First Lien Credit Agreement Secured Parties**”) and certain other providers of Secured Hedge Agreements (as defined in the Pari Passu Intercreditor Agreement) with respect to, among other things, priority of security over collateral, matters of debtor-in-possession financing, the use of cash collateral, and adequate protection.

The relative contractual rights of the Prepetition First Lien Credit Agreement Secured Parties, on the one hand, and holders of the SLTL Obligations (the “**Prepetition Second Lien Secured Parties**”), on the other hand, are governed by that certain *Intercreditor Agreement*, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Senior Intercreditor Agreement**”). The Senior Intercreditor Agreement controls the rights and obligations of the Prepetition First Lien Credit Agreement Secured Parties and the Prepetition Second Lien Secured Parties with respect to, among other things, priority of security over collateral, matters of debtor-in-possession financing, the use of cash collateral, and adequate protection.

#### 5. **DB Receivables Facility**

Certain of the Debtors and a non-Debtor affiliate are parties to that certain *Master Receivables Purchase Agreement* dated as of December 23, 2019 among FWE, as originator, FW FinCo LLC, as seller, Deutsche Bank AG New York Branch, as administrative agent, Deutsche Bank Trust Company Americas, as a purchaser and the other purchasers party thereto (the “**DB Receivables Facility**”). As of the Petition Date, there were no amounts due and owing on the DB Receivables Facility. Subsequent to the Petition Date, the DB Receivables Facility terminated on its own terms.

#### 6. **Surety Bonds**

Before the Petition Date, the Company had approximately \$1.165 billion in surety bonds that it maintains to satisfy various contractual and regulatory requirements. As stated above, this includes approximately \$177 million in surety bonds for the benefit of BOEM. This also includes \$498 million in surety bonds and contracts similar to surety bonds, which either have been issued directly to Apache on the Company’s behalf or have been issued to Deutsche Bank as collateral for an equal dollar amount of letters of credit that Deutsche Bank has issued to Apache on the Company’s behalf.

To the extent any claims held by any surety providers become Allowed claims, including any indemnity claims and claims for unpaid premiums, the Debtors believe that such claims would constitute General Unsecured Claims in Class 6B and holders of such claims would receive treatment in accordance with Section 4.7 of the Plan.

The Plan contemplates that Credit Bid Purchaser, FWE I, FWE III, and FWE IV will own certain of the Debtors' oil and gas assets post-Effective Date. Federal regulations require that lessees of OCS oil and gas leases furnish bonds to guarantee compliance with all terms and conditions of a lease. The Debtors are working to ensure that such entities will be authorized to own and operate (if applicable) the leases allocated or transferred to such entities under the Plan. Although the Debtors cannot provide any assurances, the Debtors believe that the requisite bonding needed under federal regulations will be secured in a timely manner.

#### **7. Unsecured Claims**

Further, in the ordinary course of their business, the Debtors incur trade debt with numerous vendors in connection with their operations. However, a significant number of the Debtors' prepetition trade obligations have been satisfied by the Debtors in accordance with first day relief granted by the Bankruptcy Court (as described below).

#### **8. Intercompany Claims**

In the ordinary course of business, intercompany transactions (collectively, "**Intercompany Transactions**," and each intercompany receivable and payable generated pursuant to an Intercompany Transaction, an "**Intercompany Claim**") occur when, among other things, (i) FWE receives funds on behalf of Debtor and non-Debtor affiliates and managed entities (the "**Non-Debtor Affiliates**"), (ii) FWE makes payments and disbursements on behalf of Debtor and Non-Debtor Affiliates, and (iii) funds are transferred between and among the Debtors and the Non-Debtor Affiliates (primarily between FWE, Fieldwood Mexico, and SP 49 Pipeline LLC).

Debtor to Debtor Intercompany Transactions and Intercompany Claims are not generally settled by actual transfers of cash among the Debtors. Instead, the Debtors track all Intercompany Transactions and Intercompany Claims electronically in their centralized accounting system, the results of which are recorded concurrently on the applicable Debtor's balance sheets and regularly reconciled. The accounting system requires that all general ledger entries be balanced at the legal-entity level and, therefore, when the accounting system enters an intercompany receivable on one entity's balance sheet, it also automatically creates a corresponding intercompany payable on the applicable affiliate's balance sheet. This results in a net balance of zero when consolidating all intercompany accounts. Additional detail regarding Intercompany Transactions and Intercompany Claims is set forth in the Cash Management Motion (defined below).

### **IV. KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES**

The Company proactively took a number of steps before filing these Chapter 11 Cases in an effort to deleverage its balance sheet, bolster liquidity, address near-term interest payments, and maximize value for stakeholders. The Company, however, has continued to face a challenging

commodity price environment, which has constrained its liquidity and affected operations. Ultimately, the precipitous decline in oil prices from the combined effect of the COVID-19 pandemic and general deterioration of commodity prices forced the Company to pursue restructuring transactions.

**A. Cost Reduction**

The Company commenced production shut-ins during late March 2020 in response to the deteriorating commodity price environment. Initially, twenty-nine (29) low-margin shelf fields were shut-in, resulting in a savings of approximately \$5 million in monthly operating expenses. The Company, thereafter, commenced a broad shut-in during late April 2020 due to the continued oil price collapse. The Company effectively shut-in all operated production fields other than eight (8) dry gas fields and one shelf field. For deepwater assets, all properties except one non-operated field were shut-in from late April 2020 to June 2020. The Company was able to limit its operating expenses during the shut-in period.

In addition to the shut-ins, the Company has implemented other cost savings measures, such as a reduction in force, salary reductions for certain staff and contractors, including a 10% salary cut for corporate employees earning more than \$150,000 per year, elimination of the matching program under the 401(k) plan for employees, and stricter vendor management practices.

**B. Vendor and Surety Issues**

As a result of the foregoing, before the Petition Date, several of the Company's vendors and surety providers took action, or threatened to take action, to secure payments of alleged amounts that are either due and owing or may become due and owing in the future. For example, in the months leading up to the Petition Date, the Company received numerous demands from several of its surety providers requesting that the Company either release them from their bonds, or, in the alternative, post collateral in the amounts of their unreleased bonds. In fact, after sending one or more demand letters, two sureties filed lawsuits against the Company. In one lawsuit, filed in the United States District Court for the Southern District of Texas (Houston Division), Travelers Casualty and Surety Company of America ("**Travelers**") alleges that defendants have breached certain obligations under an indemnity agreement and seeks, among other relief, an injunction requiring the defendants to either release Travelers from certain performance bonds or provide collateral to secure defendants' obligations under the indemnity agreements in the amount of \$60,000,000. FWE is also a defendant in a lawsuit filed by Aspen American Insurance Company ("**Aspen**") in the District Court of Harris County, Texas. Aspen's complaint alleges FWE breached its contract with Aspen by failing to post collateral sufficient to protect Aspen in the event of claims being made under certain performance bonds issued by Aspen. Aspen seeks monetary damages as a result of the alleged breach. The Debtors have filed answers to both lawsuits, contesting (among other allegations) that they breached the indemnity agreements and that the surety providers are entitled to any equitable relief such as an injunction. Both lawsuits are currently stayed by the automatic stay.

**C. Prepetition Restructuring Efforts**

Before filing these Chapter 11 Cases, the Company took several steps to attempt to address its capital structure and liquidity needs without a comprehensive in-court restructuring. Despite



these efforts, it became apparent that the Debtors' revenue and cash flow generating capacity would not be sufficient to service their outstanding debt on a go-forward basis and to maintain the liquidity necessary to operate their businesses and preserve long-term viability and enterprise value.

As a result, the Company determined that a restructuring transaction was necessary to position itself for long term success. The Debtors retained Weil, Gotshal & Manges LLP ("**Weil**"), as restructuring counsel, and Houlihan, as investment banker, to explore strategic alternatives and assist in developing and implementing a comprehensive plan to restructure its balance sheet. The Debtors also retained AlixPartners, LLP ("**AlixPartners**"), as financial advisor, to assist in preparing their operations for a potential chapter 11 restructuring as part of their contingency plan.

As discussions regarding a potential restructuring transaction progressed, it became necessary for the Company to seek forbearances under its Credit Agreements to provide additional time for negotiations over potential restructuring transactions to develop. On May 7, 2020, the Company entered into certain *Temporary Limited Forbearance and Amendment* agreements (collectively, the "**TLF Agreements**") with consenting lenders for each Prepetition Credit Agreement (collectively, the "**TLF Consenting Lenders**"). The TLF Agreements required the TLF Consenting Lenders to forbear from exercising their respective rights and remedies under the Credit Agreements with respect to certain defaults by the Company under the various Credit Agreements. Among the defaults were the Company's failure to deliver a Conforming Audit Opinion (as defined under the TLF Agreements) to the FLFO Administrative Agent, the Company's failure to satisfy its reimbursement obligations with respect to payment under a certain letter of credit in accordance with the FLFO Credit Agreement, and the Company's failure to make certain interest payments under the Credit Agreements, including interest payments that became due on April 30, 2020 in the amount of approximately \$1.3 million under the FLFO Credit Agreement, \$20 million under the FLTL Credit Agreement, and \$11.7 million under the SLTL Credit Agreement.

As part of the TLF Consenting Lenders' agreement to forbear from exercising their contractual rights with respect to defaults under the Credit Agreements, the TLF Consenting Lenders and the Company agreed to certain forbearance milestones. The milestones were intended to help facilitate negotiations to ensure continued progress toward a potential restructuring transaction. The milestones included, among other things, the Company's requirement to deliver to the TLF Consenting Lenders, and/or their agents or advisors by dates certain, a strategic monthly operating plan, a comprehensive restructuring term sheet, a 13-week consolidated weekly cash flow forecast, and a DIP budget.

Thereafter, the Company and TLF Consenting Lenders executed four amendments to the TLF Agreements, including to extend the forbearance periods thereunder, with the most recent amendments extending the forbearance periods to July 31, 2020. The forbearance periods were further extended by email leading up to the Petition Date.

During the months leading up to the Petition Date, the Company worked alongside its lenders and other stakeholders to formulate strategic alternatives. These efforts culminated in an agreement with Apache on the framework for a restructuring with respect to the Legacy Apache Properties. The framework is memorialized in the Apache Term Sheet, executed on July 31, 2020. The Apache Term Sheet is attached as **Exhibit B** to the Restructuring Term Sheet, which is



annexed to **Exhibit A** of the *Declaration of Michael Dane in Support of Debtors' Chapter 11 Petitions and First Day Relief* [Docket No. 29] (the “**First Day Declaration**”). A summary of the Apache Term Sheet is set forth in paragraphs 8-11 of the First Day Declaration. As explained above, given that the P&A Obligations related to the Legacy Apache Properties are among the Company’s most significant liabilities, the terms set forth under the Apache Term Sheet form the cornerstone of the Debtors’ restructuring and provide a resolution for one of the Debtors’ most significant liabilities.

After extensive negotiations, the Company reached an agreement with Apache and the Ad Hoc Group of Secured Lenders on the Restructuring Term Sheet and the RSA, both of which further refined the terms of the Debtors’ reorganization. The RSA, which was executed on August 4, 2020, is attached to the First Day Declaration as **Exhibit A**, with the Restructuring Term Sheet attached thereto as **Exhibit A**. A summary of the Restructuring Term Sheet and RSA is set forth in paragraphs 12-13 of the First Day Declaration. With the framework for the Debtors’ restructuring in place, the Debtors filed for chapter 11.

## V.

### **OVERVIEW OF CHAPTER 11 CASES**

#### **A. Commencement of Chapter 11 Cases and First Day Motions**

On August 3, 2020 and August 4, 2020, the Debtors commenced their Chapter 11 Cases. The Debtors continue managing their properties and operating their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

#### **B. First Day Motions**

On August 4, 2020, the Debtors filed multiple motions seeking various relief from the Bankruptcy Court to enable the Debtors to facilitate a smooth transition into chapter 11 and minimize any disruptions to the Debtors’ operations (the “**First Day Motions**”). The Bankruptcy Court granted substantially all of the relief requested in the First Day Motions and entered various orders authorizing the Debtors to, among other things:

- Restrict certain transfers of equity interests in the Debtors (the “**NOL Motion**”) [Docket Nos. 50, 327];
- Pay certain prepetition taxes and assessments [Docket No. 60];
- Continue paying employee wages and benefits [Docket No. 51];
- Continue insurance and surety bond programs (the “**Insurance Motion**”) [Docket Nos. 152, 340];
- Obtain postpetition financing and use of cash collateral (the “**DIP Motion**”) [Docket Nos. 58, 346];
- Continue the use of the Debtors’ cash management system, bank accounts, and business forms (the “**Cash Management Motion**”) [Docket Nos. 49, 341];

- Pay certain prepetition interest owner obligations, joint interest billings, and operating expenses (the “**JIB/Critical Vendor Motion**”) [Docket Nos. 62, 342]; and
- Establish procedures for utility companies to request adequate assurance of payment and to prohibit utility companies from altering or discontinuing service [Docket No. 61].

### **C. Procedural Motions and Retention of Professionals**

The Debtors have filed various motions regarding procedural issues that are common to chapter 11 cases of similar size and complexity as these Chapter 11 Cases. The Bankruptcy Court granted substantially all of the relief request in such motions and entered various orders authorizing the Debtors to, among other things:

- Jointly administer the Debtors’ estates [Docket No. 17];
- File a consolidated creditor matrix and list of 30 largest unsecured creditors and modify the requirement to file a list of equity security holders [Docket No. 57];
- Establish procedures for the interim compensation and reimbursement of expenses of chapter 11 professionals [Docket No. 367];
- Employ professionals utilized by the Debtors in the ordinary course of business [Docket No. 293];
- Extend the deadline to remove civil actions [Docket No. 631, 1215];
- Extend the deadline to file Bankruptcy Rule 2015.3 reports [Docket No. 638]; and
- Extend the deadline to assume or reject unexpired leases of nonresidential real property [Docket Nos. 712, 1190].

The Debtors filed several applications and obtained authority to retain various professionals to assist the Debtors in carrying out their duties under the Bankruptcy Code during the Chapter 11 Cases. These professionals include (i) AlixPartners; (ii) Houlihan, as investment banker; (iii) Weil, as counsel to the Debtors; (iv) Jones Walker LLP; (v) Ryan LLC; and (vi) Prime Clerk LLC, as claims, noticing, and solicitation agent. The Bankruptcy Court has entered orders authorizing the retention of certain of these professionals [Docket Nos. 412 (AlixPartners), 530 (Houlihan), 355 (Weil), 411 (Jones Walker), 1014 (Ryan LLC), and 19 (Prime Clerk)]. The Debtors reserve the right to seek and retain additional professionals. As of the date hereof, 29 professionals utilized in the ordinary course filed declarations regarding their retention by the Debtors.

### **D. Appointment of Creditors’ Committee**

On August 18, 2020, the Creditors’ Committee was appointed by the Office of the United States Trustee for Region 7 (the “**U.S. Trustee**”) pursuant to section 1102 of the Bankruptcy Code to represent the interests of unsecured creditors in these Chapter 11 Cases [Docket No. 183]. The

original members of the Creditors' Committee included (i) Oceaneering International, Inc.; (ii) Subsea 7 US LLC; (iii) Halliburton Energy Services, Inc.; (iv) TETRA Technologies, Inc.; and (v) Workstrings International, L.L.C. The Creditors' Committee has retained Stroock & Stroock & Lavan LLP ("**Stroock**") and Pachulski Stang Ziehl & Jones LLP ("**Pachulski**") as co-counsel<sup>24</sup>, and Conway MacKenzie, LLC ("**Conway**") as its financial advisor. The Bankruptcy Court entered orders authorizing the Creditors' Committee's retention of such professionals [Docket Nos. 471 (Stroock), 472 (Conway), and 1044 (Pachulski)]. The Creditors Committee is currently comprised of: (i) Sea Robin Pipeline, LLC, (ii) Aggreko, LLC, and (iii) Partco, LLC.

**E. Postpetition Hedging Agreements and Treatment of Hedging Obligations Under the Plan**

On August 18, 2020, the Debtors filed the *Emergency Motion of Debtors for Order (I) Authorizing Debtors to (A) Enter into and Perform Under New Postpetition Hedging Agreements, and (B) Grant Related Liens and Superpriority Claims, and (II) Modifying Automatic Stay, and (III) Granting Related Relief* [Docket No. 185] (the "**Hedging Motion**"). On August 24, 2020, the Bankruptcy Court entered the *Emergency Order (I) Authorizing Debtors to (A) Enter into and Perform Under New Postpetition Hedging Agreements and (B) Grant Related Liens and Superpriority Claims, (II) Modifying Automatic Stay, and (III) Granting Related Relief* [Docket No. 242] (the "**Hedging Order**").

Pursuant to the Hedging Order, the Debtors have entered into and performed under new financial derivative transactions pursuant to contracts (the "**Postpetition Hedging Agreements**") and the claims arising thereunder, the "**Hedging Obligations**") in the ordinary course of business. In accordance with the DIP Order and Hedging Order, the Debtors have secured and otherwise ensured payment of the Hedging Obligations by providing the hedging counterparties: (a) superpriority administrative claims on account of the Hedging Obligations under section 364(c)(1) of the Bankruptcy Code, which are *pari passu* with the DIP Obligations (as defined in the DIP Order) provided under the DIP Order, and (b) first-priority liens in the DIP Collateral which are *pari passu* with the DIP Liens.

Pursuant to Section 2.7 of the Plan, on (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day on which the Allowed Postpetition Hedge Claim becomes due and owing in accordance with the terms of and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities, each holder of an Allowed Postpetition Hedge Claim shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Postpetition Hedge Claim will have agreed upon in writing; *provided*, that any Allowed Postpetition Hedge Claim assumed by the Credit Bid Purchaser in accordance with the foregoing clause (y) pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse

<sup>24</sup> On February 19, 2021, the Creditors' Committee filed the *Application for Approval of the Employment of Pachulski Stang Ziehl & Jones LLP as Co-Counsel to the Official Committee of Unsecured Creditors, Effective as of January 20, 2021* [Docket No. 894] to retain Pachulski as its counsel, in place of Cole Schotz P.C.

to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties. Nothing herein shall modify any of the contractual rights under a Postpetition Hedging Agreement of a holder of an Allowed Postpetition Hedge Claim in their capacity as a holder of an Allowed Postpetition Hedge Claim.

**F. Final Hearing on Vendor, Insurance, Cash Management, and DIP Motion**

On August 22, 2020, the Bankruptcy Court entered the *Order Continuing the Hearing on the Motions* [Docket No. 221], which continued the hearing on the Insurance Motion, Cash Management Motion, JIB/Critical Vendor Motion, NOL Motion, and DIP Motion to consider granting the requested relief on a final basis for August 24, 2020 to September 14, 2020 (the “**Final Hearing**”). On September 11, 2020, the Bankruptcy Court entered a final order on the NOL Motion [Docket No. 327].

Before the Final Hearing, eight parties objected or joined in objections to the Insurance Motion, Cash Management Motion, and JIB Critical Vendor Motion [Docket Nos. 189, 311, 196, 197, 212, 284, 306, 308]. The Debtors filed revised proposed orders reflecting changes made by the Debtors to resolve these objections [Docket Nos. 332, 338, 337], which the Bankruptcy Court entered on a final basis at the Final Hearing [Docket Nos. 340, 341, 342].

Seventeen parties objected or joined in objections to the DIP Motion [Docket Nos. 188, 192, 196, 200, 201, 202, 203, 205, 206, 211, 212, 213, 216, 218, 222, 230, 284]. Following the Final Hearing, the Debtors filed a revised proposed order reflecting changes made by the Debtors to (i) resolve objections raised by various parties in interest and (ii) address comments raised by the Bankruptcy Court at the Final Hearing [Docket No. 344], which the Bankruptcy Court entered on a final basis on September 15, 2020 (the “**DIP Order**”) [Docket No. 346]. The DIP Order authorized the Debtors to obtain the DIP Facility, a multiple-draw senior secured term loan facility in a principal amount not to exceed \$100 million. On the closing date, the Debtors borrowed an aggregate principal amount equal to \$10 million under the DIP Facility. To date, the Debtors have not made any additional draws under the DIP Facility.

**G. The Creditors’ Committee’s Challenge Rights**

Pursuant to the DIP Order, the Creditors’ Committee was provided the right to challenge certain stipulations made by the Debtors in the DIP Order regarding, among other things, the validity, perfection, and priority of certain pre-petition liens, “by no later than (i) 75 days after enter of this Final Order, (ii) any such later date as has been agreed to, in writing, by the Prepetition Agents (with the consent of the DIP Lenders) as applicable, and (iii) any such later date as has been ordered by the Court for cause upon a motion filed and served within any applicable period of time set forth in this paragraph” (the “**Challenge Period**”). On November 25, 2020, the Court entered the *Stipulation and Agreed Order Extending the Official Committee of Unsecured Creditors’ Challenge Period Under the Final DIP Order* [Docket No. 603], which extended the Challenge Period to December 18, 2020.

The Committee investigated the validity of the secured lenders’ liens and the other items subject to the Challenge Period, and ultimately concluded that certain unencumbered assets existed, which conclusion was disputed by the Debtors and DIP Lenders. On December 21, 2020, the Court entered the *Stipulation and Agreed Order by and Among the Debtors, the Prepetition*

*Agents and the Official Committee of Unsecured Creditors Extending the Challenge Period as to Preserved Claims* [Docket No. 680], further extending the Challenge Period until February 8, 2021 with respect to certain assets that the Creditors' Committee determined are not subject to valid pre-petition liens and do not constitute pre-petition collateral. The parties subsequently entered into additional stipulations further extending the Challenge Period, while the Creditors' Committee, Debtors and Consenting Creditors engaged in negotiations concerning treatment of unsecured creditors' Claims under the Plan. In light of the settlement in principle discussed above, the parties anticipate further extending the Challenge Period and that the Creditors' Committee will waive all challenges upon approval of the settlement and confirmation of the Plan as of the Effective Date.

#### **H. Statements and Schedules, and Claims Bar Dates**

On October 14, 2020, the Bankruptcy Court entered an order approving (i) November 25, 2020 as the deadline for all creditors or other parties in interest to file proofs of Claim (the "**Bar Date**"); and (ii) February 1, 2021 as the deadline for all governmental units to file a proof of Claim [Docket No. 466].

The Debtors provided notice of the Bar Date to all known creditors and parties in interest, and published notice of the Bar Date in the national edition of the *New York Times*.

On October 13, 2020, the Debtors filed their schedules of assets and liabilities and statements of financial affairs detailing known Claims against the Debtors. [Docket Nos. 429-456]. Further, as of the date hereof, over 882 proofs of Claim had been filed against the Debtors. The Debtors continue to review and refine their analysis of the filed Claims.

Further, the Debtors intend to reject certain executory contracts pursuant to the Plan. Any counterparty to an executory contract that is rejected must file and serve a proof of Claim on the applicable Debtor that is party to the applicable executory contract to be rejected by no later than the applicable bar date set forth in the Plan or the Bankruptcy Court order governing such rejection.

#### **I. Extension of Debtors' Exclusivity**

On December 1, 2020, the Debtors filed a motion seeking to extend the exclusive periods pursuant to section 1121(d) of the Bankruptcy Code (the "**Exclusivity Motion**") [Docket No. 625].

On January 4, 2021, the Bankruptcy Court held a hearing on the Exclusivity Motion. On January 8, 2021, the Bankruptcy Court entered the *Order Pursuant to Section 1121(d) of the Bankruptcy Code Extending the Exclusive Period* [Docket No. 751] (the "**Exclusivity Order**"), pursuant to which the Debtors' exclusive period in which to file a chapter 11 plan was extended from December 1, 2020, through and including March 1, 2021 and the Debtors' exclusive period in which to solicit acceptances of its chapter 11 plan was extended from January 30, 2021, through and including April 30, 2021. In addition, the Bankruptcy Court established procedures under the Exclusivity Order to provide the Company's surety providers the option to commence an expedited adversary proceeding on or before January 20, 2021 requesting that the Bankruptcy Court determine whether the surety providers hold administrative expense claims pursuant to section 503(b) of the Bankruptcy Code against any of the Debtors for surety bond premiums on account of surety bonds that were issued prior to the Petition Date. No surety providers filed such an adversary proceeding.



On March 1, 2021, the Debtors filed a motion (the “**Second Exclusivity Motion**”) seeking a further extension of the exclusive periods for filing a chapter 11 plan and soliciting a chapter 11 through May 31, 2021 and July 29, 2021 [Docket No. 930]. On April 9, 2021, the Bankruptcy Court entered the *Order Pursuant To Section 1121(d) of the Bankruptcy Code Further Extending Exclusive Periods* [Docket No. 1247].

**J. Motion to Approve Second Lien Backstop Commitment Letter**

As described above, the Credit Bid Purchaser’s capital structure will consist of (i) the First Lien Exit Facility and (ii) an up to \$185 million Second Lien Exit Facility, which includes a New Money Investment of up to \$85 million.

In order to ensure the commitments under the Second Lien Exit Facility, including the New Money Investment, the Debtors have agreed to enter into the a backstop commitment letter (the “**Second Lien Backstop Commitment Letter**”) to be entered into by and among the Debtors, the Credit Bid Purchaser, NewCo, and the entities listed on Schedule I thereto (collectively, the “**Second Lien Backstop Parties**” and each individually, a “**Second Lien Backstop Party**”). Pursuant to the Second Lien Backstop Commitment Letter, the Second Lien Exit Facility will be fully backstopped by the Second Lien Backstop Parties pursuant to the terms thereof, resulting in an aggregate commitment of \$185 million (the “**Aggregate Commitment**”). The terms of the Second Lien Backstop Commitment Letter ensure that the Credit Bid Purchaser has a source of necessary new capital committed to fund its initial capital needs and consummate the Credit Bid Transaction.

In exchange for the commitments and obligations of the Second Lien Backstop Parties under the Second Lien Backstop Commitment Letter, each Second Lien Backstop Party will be entitled to, among other things: (i) its *pro rata* share of a backstop commitment premium equal to \$14.8 million, representing 8% of the amount of the Aggregate Commitment, to be paid by NewCo in the form of New Equity Interests in NewCo at a discount of 30% to equity value (the “**Second Lien Backstop Commitment Premium**”); (ii) its New Money Second Lien Term Loans Allocation Percentage of warrants for up to 24% of the New Equity Interests in NewCo (the “**New Money Warrants**”); (iii) in the event of an Alternative Transaction (as defined below), its *pro rata* share of an Alternative Transaction Premium (as defined in the Second Lien Backstop Commitment Letter) equal to 5% of the Aggregate Commitment, to be paid by the Company in cash and which shall become payable on (A) the date of the consummation of any sale, transfer or other disposition of all or a material portion of the Acquired Interests (as defined in the Credit Bid Purchase Agreement) to any person or persons other than the Credit Bid Purchaser, (B) the date of the consummation of any series of sales, transfers or other dispositions of any portion of the Acquired Interests that, when taken collectively, constitutes a disposition of all or a material portion of the Acquired Interests to any person or persons other than the Credit Bid Purchaser, or (C) the date of the consummation of any plan of reorganization, winding up, liquidation, sale or disposition, reorganization, merger or restructuring of the Company or any of the other Debtors (other than (x) the “Restructuring” and “Restructuring Transactions” as defined in and contemplated under the Restructuring Support Agreement, or (y) any liquidation under Chapter 7 of the Bankruptcy Code pursuant to which a material portion of the Acquired Interests are a part of the liquidating estate) without the use of the commitments under the Second Lien Backstop Commitment Letter, regardless of whether such plan or other transaction contemplates a sale of assets of the Debtors, a recapitalization or any alternative structure (any such transaction



contemplated by clauses (A), (B), or (C), an “**Alternative Transaction**”); *provided* that the Alternative Transaction Premium shall not become due in the event that (a) the Second Lien Backstop Parties shall have failed to comply with the PA Execution Covenant (as defined in the Second Lien Backstop Commitment Letter) or (b) if the Credit Bid Purchase Agreement is terminated due to (x) Credit Bid Purchaser’s breach, (y) if the Second Lien Backstop Parties commit to support the FLTL Equity Rights Offering and the FLTL Equity Rights Offering is not consummated as a result of the breach of such commitment by a Second Lien Backstop Party, or (z) the Credit Bid Purchaser being unable to credit bid (the foregoing clauses (x) through (z), the “**Specified Exceptions**”); (iv) the reimbursement of the Second Lien Backstop Parties for all reasonable and documented out-of-pocket fees, costs and expenses (including the fees and expenses of counsel) incurred in connection with the Second Lien Exit Facility whether or not the Closing Date occurs or any Second Lien Exit Facility Documents are executed and delivered or any extensions of credit are made under the Second Lien Facility (the foregoing reimbursement obligations, the “**Expense Reimbursement**”), to be paid by Holdings or the Credit Bid Purchaser; *provided* that the Company shall be liable for the Expense Reimbursement in the event, and solely in the event, of the termination of the commitments of the Backstop Parties under the Backstop Commitment Letter (other than a termination as a result of the occurrence of the Closing Date), *provided, further* that the Company shall have no liability for the Expense Reimbursement if the Credit Bid Purchase Agreement is terminated due to the occurrence of any Specified Exception; and (v) the obligations of the Company, NewCo, Holdings and Credit Bid Purchaser, as set forth in section 5 of the Backstop Commitment Letter, to indemnify the Backstop Parties under certain circumstances (the “**Indemnification Obligations**”); *provided* that the Indemnification Obligations of the Company (but not any other parties) shall terminate upon the earlier to occur of the Closing Date and the termination of the Credit Bid Purchase Agreement due to the occurrence of any Specified Exception (clauses (iii)–(v), collectively, the “**Commitment Protections**”).

On March 16, 2021, the Debtors filed the *Emergency Motion of Debtors for Order (I) Authorizing Entry into Backstop Commitment Letter, (II) Approving Obligations Thereunder, and (III) Granting Related Relief* [Docket No. 1023] (the “**Second Lien Backstop Motion**”), seeking entry of an order approving, among other things, their entry into the Second Lien Backstop Commitment Letter and approval of the Commitment Protections provided for therein. On April 9, 2021, the Bankruptcy Court entered the *Order (I) Authorizing the Debtors to Enter into Backstop Commitment Letter, (II) Approving All Obligations Thereunder, and (III) Granting Related Relief* [Docket No. 1248].

#### **K. Motion to Assume Sublease**

In connection with the Apache Definitive Documents, Apache and FWE agreed to certain modifications of that certain Sublease Agreement, dated as of September 30, 2013 between Apache, as sublessor, and FWE, as sublessee, pertaining to certain office space in Houston, Texas (the “**Sublease Agreement**”), as set forth in that certain Fourth Amendment to Sublease Agreement (the “**Sublease Amendment**”), which is attached to the Implementation Agreement as **Exhibit 17**. Pursuant to the Sublease Amendment, FWE will pay a substantially reduced rental rate to Apache. Additionally, the Sublease Amendment contains favorable termination rights for FWE.

On February 10, 2021, the Debtors filed the *Emergency Motion of Debtors for Entry of Order (I) Approving Debtors’ Entry into Sublease Amendment and (II) Authorizing Debtors’*

*Assumption of Sublease Agreement* [Docket No. 869], seeking entry of an order (i) approving the Debtors' entry into the Sublease Amendment and (ii) authorizing the Debtors' assumption the Sublease Agreement. On February 22, 2021, the Bankruptcy Court entered the *Order (I) Approving Debtors' Entry Into Sublease Amendment and (II) Authorizing Debtors' Assumption of Sublease Agreement* [Docket No. 898].

#### **L. Vendor Program**

The Debtors and their advisors have been managing relations with the Debtors' vendors through the Debtors' vendor program by completing 158 trade agreements resolving approximately \$137.2 million of prepetition claims and continuing to work towards completing an additional 3 trade agreements representing an additional \$3.8 million of prepetition claims.

#### **M. Lien Analysis**

Before and following the Petition Date, the Debtors' advisors conducted an independent analysis of the quality and amount of the mortgages filed in association with the Debtors' three tranches of secured funded debt. A combination of the Company's books and records, its filings with BOEM and other mortgage documents were reviewed to determine (i) the technical validity of all filed mortgages to assure that individual mortgage forms satisfied relevant technical legal requirements (the "**Technical Validity Analysis**") and (ii) the lien coverage ratio, or the amount of mortgaged oil and gas asset leases to total reserve asset lease amounts, as well as the amount of any unencumbered properties (the "**Lien Coverage Analysis**"). Additionally, the Company's trial balance, inventory records, and investments in subsidiaries were reviewed to determine the net book value of any potentially unencumbered non-oil and gas assets.

The Technical Validity Analysis included a comprehensive search of BOEM filings and other mortgage documents in Texas, Louisiana, Alabama, and Mississippi. In connection with FWE's exit from its previous chapter 11 filing, in 2018, Weil manually reviewed each of the mortgage documents to determine whether (i) the document is legible, (ii) the mortgagor name is correct, (iii) the mortgagee name is correct, (iv) the trustee name is correct, (v) party signatures are present, (vi) the document is notarized, and (vii) the document is properly recorded (stamped with book/liber/volume number, page number, date, and time). In addition, Weil manually reviewed each of the mortgage documents to determine the following: (i) within each secured loan tranche, relative to the base form for that tranche, the language of the grant, the language of the security agreement, enforcement provisions, the description of debt, whether the mortgage has a valid "catchall/all assets in county" provision, and (ii) documented discrepancies between tranches of debt.<sup>25</sup>

Moreover, the Lien Coverage Analysis was performed using the Company's Mid-year 2020 Oneline Reserve Report and initial mortgage analysis (the "**MY'20 Report**"). The coverage ratio of mortgaged oil and gas asset leases to total reserve asset lease amounts (PV-9), based on the MY'20 Report, are as follows for each of the secured debt tranches:

<p><b><u>Lien Coverage by Secured Debt (Proved Reserves)</u></b></p>
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<sup>25</sup>Certain mortgages were filed after Weil's review following the 2018 Restructuring to fix discrepancies between the tranches of debt.

<u>Loan</u>	<u>Total Lien Coverage</u> <sup>26</sup>
First Lien First Out	95.5%
First Lien Term Loan	95.5%
Second Lien Term Loan	95.5%

<u>Lien Coverage by Secured Debt (Proved + Probable)</u> <sup>27</sup>	
<u>Loan</u>	<u>Total Lien Coverage</u> <sup>28</sup>
First Lien First Out	94.5%
First Lien Term Loan	94.5%
Second Lien Term Loan	94.5%

For each of the secured debt tranches, the Debtors determined that their prepetition secured lenders had valid, perfected liens in over 95.5% of the Debtors' proved reserves.

#### **N. Independent Investigation**

Jim LaChance was appointed to the Board on July 8, 2020. Mr. LaChance was selected by the Board for his strong background serving as an independent director and his extensive business and restructuring experience. Since his appointment, Mr. LaChance has actively participated as a member of the Board with management and the Company's advisors on the Restructuring. This includes approval of entry into the RSA and the commencement of the Chapter 11 Cases.

In addition, in his capacity as an independent director of FWE Parent, Mr. LaChance oversaw an investigation into certain claims and estate causes of action that are proposed to be released pursuant to the Plan (the "**Independent Investigation**"). The Independent Investigation also included a review of certain non-de minimis pledges of collateral and transfers of interests made by the Company within the 90-day period leading up to the Petition Date in connection with its entry into forbearance and amendment agreements, dated May 7, 2020, with the required Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders.

Weil, as counsel to the Company, assisted Mr. LaChance in evaluating the colorability of those certain potential claims and estate causes of action. The Independent Investigation took place over the course of several months and included extensive factual and legal analysis. In connection with the Independent Investigation, Weil conducted five separate interviews of three

<sup>26</sup> Defined as the ratio of mortgaged oil and gas reserve asset amount to total oil and gas reserve asset amount.

<sup>27</sup> Capital expenditures required for probable reserves would be a function of the development plan for those reserves.

<sup>28</sup> Defined as the ratio of mortgaged oil and gas reserve asset amount to total oil and gas reserve asset amount.

different individual members of management or the Board, and reviewed approximately 700 documents comprising several thousand pages.

Based upon the results of the Independent Investigation, Mr. LaChance concluded and therefore recommended to the Board that it is in the best interests of the Company and its stakeholders to pursue the Plan and grant the releases provided for in the Plan. Mr. LaChance's determination was based upon, among other things, no valuable colorable claims having been identified against the officers, directors or shareholders in the Independent Investigation and the significant value provided by the Consenting Creditors in pursuing the Plan which would allow the Company to (i) reorganize as a more streamlined, cost-effective going-concern business, (ii) save over 1,000 jobs, and (iii) facilitate the safe, responsible, and accelerated decommissioning of properties, pipelines, and platforms in the Gulf of Mexico.

**O. Adversary Complaint Against Atlantic Maritime Services, LLC**

After two lawsuits (the "**Lawsuits**") were filed post-petition on November 13, 2020 against certain of the Debtors' co-working interest owners in the United States District Court for the Eastern District of Louisiana, the Debtors commenced an adversary proceeding styled *Adversary Case No. 20-03476 Fieldwood Energy LLC, et al. v. Atlantic Maritime Services, LLC* (the "**Atlantic Proceeding**"), seeking entry of an order extending the automatic stay to enjoin Atlantic Maritime Services, LLC ("**Atlantic**") from prosecuting the lawsuits and obtained a preliminary injunction temporarily enjoining Atlantic from prosecuting the Lawsuits against the Debtors' co-working interest owners. On November 25, 2020, following a hearing on the Debtors' motion for preliminary injunction, the Bankruptcy Court held that filing the Lawsuits violated the automatic stay and that continued prosecution of the Lawsuits would result in further violations of the automatic stay. Accordingly, the Bankruptcy Court entered an order granting a temporary preliminary injunction enjoining Atlantic from prosecuting the Lawsuits against the Debtors' co-working interest owners [Atlantic Proceeding, Docket No. 10] (the "**Stay Extension Order**").

On December 8, 2020, the Bankruptcy Court entered the *Stipulation and Order Extending the Automatic Stay to Certain of Debtors' Co-Working Interest Owners*, which extended the Stay Extension Order through and including the earliest to occur of (i) the effective date of any confirmed chapter 11 plan, (ii) sale of the properties subject to Atlantic's alleged liens giving rise to the Lawsuits (as defined in the Stay Extension Order), and (iii) through and including 11:59 p.m. (prevailing Central Time) on April 15, 2021.

**P. Regulatory Matters**

The offshore oil and gas industry is heavily regulated by the Department of the Interior pursuant to the Outer Continental Shelf Lands Act<sup>29</sup> ("**OCSLA**") and OCSLA's implementing regulations found primarily at 30 CFR 250 *et seq.* (OCSLA and the implementing regulations the "**Regulations**") and also by other agencies such as the Environmental Protection Agency and the United States Coast Guard under other federal statutes. For the Debtors' properties in Louisiana and Texas, those states have their own detailed regulations, which apply to leases on the respective lands and waters of the states.

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<sup>29</sup> 43 U.S.C. §§1331 *et seq.*

The primary regulatory enforcement mechanism utilized by the Department of Interior through BSEE is conducting scheduled and unscheduled inspections of offshore facilities and operations to ensure that facilities and operations are in compliance with the Regulations. In the event BSEE inspectors discover that conditions of FWE's offshore structures or operations violate the Regulations, BSEE may issue an INC (i.e., an Incident of Non-Compliance) which often includes an order to remediate non-complying conditions or operations. At BSEE's discretion and based on the severity of the non-compliance, BSEE may also impose civil penalties for the INC and further impose civil penalties for each day the non-compliance with the Regulations continues.<sup>30</sup> Typically, the total amount of BSEE civil penalties paid by the offshore oil and gas industry (i.e., for the entire Gulf of Mexico) is approximately \$1-2 million per year.<sup>31</sup> As a part of its restructuring process and with the aim to resolve as much liability to the government as possible in the restructuring process, FWE and the Department of Interior have commenced discussions to resolve all outstanding civil penalty liability. FWE expects to resolve the civil penalty liability in line with historical trends, although the discussions are ongoing and the outcome of the discussions is difficult to predict with precision.

In addition, since 2016, FWE has responded to requests from the U.S. Attorney's Offices for the Eastern and Western Districts of Louisiana in connection with the investigation of certain civil and criminal matters. Two employees of FWE were indicted in the Eastern District of Louisiana on January 15, 2021 for violations of the Clean Water Act, 33 U.S.C. §§ 1319(c)(1)(A), 1319(c)(2)(A), 3121(b)(3), 1321(b)(5) and OCSLA, 43 U.S.C. §§ 1350(c)(2), 1350(c)(3). One employee was indicted in relation to a negligent and knowing discharge, failure to report the discharge at Main Pass 310 in 2015 and falsely representing company records to BSEE. A second employee was indicted for a negligent discharge at Grand Isle 43 in January 2018 and with rendering safety systems inoperable. FWE has not been charged, is cooperating with the authorities and will continue discussions with the government as appropriate.

On February 10, 2021, in a resolution of the investigations of the U.S. Attorney's Office for the Eastern District of Louisiana (the "USAO"), including those relating to Main Pass 310 and Grand Isle 43, FWE entered into a Non-Prosecution Agreement with the USAO in respect of certain civil and criminal violations alleged by the USAO without any criminal plea or indictment against FWE or its officers or directors. The NPA requires FWE to undertake certain obligations, including cooperating with the USAO and other federal agencies, admitting to findings of fact that its employees and third-party contractors committed certain criminal violations, and undertaking certain corrective and remedial actions, including the payment of a \$2 million fine, payable in four equal installments over a two year period. Should FWE remain in compliance with its obligations under the NPA, then the USAO has agreed to not prosecute FWE or any of its officers or directors during the term of the NPA or thereafter for any alleged violations of federal civil and criminal laws related to conduct described in the NPA or any other conduct for which FWE has been under investigation by the USAO as of the effective date of the NPA. The NPA is to remain in effect

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<sup>30</sup> 30 CFR 250.1400 *et seq.* Currently, the maximum civil penalty is \$44,675 per day. See <https://www.bsee.gov/what-we-do/safety-enforcement-division/civil-penalties>

<sup>31</sup> See e.g., 2020 civil penalties totaling \$1.3 million: <https://www.bsee.gov/sites/bsee.gov/files/fiscal-year-2020-cp-report.pdf>



until the later of (i) two years from the date the Bankruptcy Court approves the \$2 million fine and (ii) until the complete payment of the fine.

On February 18, 2021, the Debtors filed the *Motion of Debtors for Entry of an Order (I) Approving Non-Prosecution Agreement with the United States Attorney's Office for the Eastern District of Louisiana and (II) Granting Related Relief* [Docket No. 893], seeking entry of an order (i) approving the Debtors' entry into the NPA and performance of the obligations thereunder and (ii) granting related relief. On March 15, 2021, the Bankruptcy Court entered the *Order (I) Approving Non-Prosecution Agreement with the United States Attorney's Office for the Eastern District of Louisiana and (II) Granting Related Relief* [Docket No. 1004].

The NPA applies only to the United States Attorney's Office for the Eastern District of Louisiana and does not bind any other federal, state, or local prosecuting, administrative, or regulatory agencies (although the NPA does resolve all civil penalty exposure arising out of the incidents subject to the investigation).

**Q. Emergency Motion to Compel BP to Perform Under Executory Contracts**

The Company is a co-working interest owner and operator of a well in the Gulf of Mexico that is part of the Galapagos field ("Genovesa"). Genovesa was drilled in June-July 2019. Genovesa connects to a host platform called Na Kika, which is partially owned by BP Production & Exploration Inc. ("BP"), via an undersea loop system ("LSPS"), which is jointly owned by the Company, BP, and others, and operated by BP. In April 2020, FWE first learned that there was an anomaly in the LSPS, which was later determined to be a small leak. FWE did not cause the anomaly in the LSPS, something with which BP agrees. Remediating the leak through a short-term single flowline project ("SFLP"), as opposed to a longer-term loop system restoration project (which is still necessary), is the necessary step to bringing Genovesa online and initiating production for this well.

Production on the lease on which Genovesa is located ceased in April 2020, meaning that, under the applicable regulations, the lease would expire one year later unless production is restored or other lease saving activities occur or BSEE authorizes a suspension of production ("SOP"). On January 20, 2021, the U.S. Department of the Interior released Order 3395, which limits consideration of lease extensions, among other things, to political appointees. It is, therefore, uncertain whether an SOP would be granted.

Accordingly, on January 27, 2021, the Company filed an *Emergency Motion to Compel BP Production & Exploration Inc. to Perform Pre-Petition Contracts* [Docket No. 792], asking the Court to order BP to perform its obligations under the operative agreements by requiring BP to either complete the short-term SFLP itself or allow the Company to do so in time to get Genovesa online by April 2021. The Court held a contested evidentiary hearing on February 2, 2021, at which it orally ruled that, among other things, BP had been "behaving in a remarkably poor way," "intentionally delayed," acted in "bad faith," "in breach," and "needs to stop acting with excuses." The Court ordered BP to perform the necessary activities to bring Genovesa online by April 5, 2021, or, in the alternative, gave BP the option to elect to turn over operatorship of the short-term SFLP to FWE and to support FWE as needed to bring Genovesa online by April 5, 2021. BP elected the second option, and the Court entered an order to this effect on February 3, 2021 at



Docket No. 845. Since the date of the order, BP and FWE have worked cooperatively on the SFLP project. Genevosa was successfully brought online as planned on March 27, 2021.

## VI.

### **RESTRUCTURING TRANSACTIONS AND PLAN IMPLEMENTATION**

Pursuant to the Plan, the Debtors are seeking approval of, among other things, (i) entry into and consummation of the Credit Bid Transaction (subject to the terms of the Credit Bid Purchase Agreement), (ii) entry into and consummation of the Apache Transactions pursuant to Bankruptcy Rule 9019 and the Apache Definitive Documents, including the Initial Plan of Merger, (iii) the continued operation and decommissioning of the FWE III Properties, and (iv) the abandonment of the Abandoned Properties.

#### **A. Approval of Credit Bid Transaction**

As discussed above, the Company conducted a robust sale and marketing process for the Company's Deepwater Assets from June 30, 2020 through September 2, 2020 and, at the conclusion of such process, the Debtors determined that none of the bids they received was actionable.

Concurrently with that process, the Debtors negotiated with the Consenting FLTL Lenders the terms of the Credit Bid Transaction, which provides that Credit Bid Purchaser will acquire the Credit Bid Acquired Interests in exchange for aggregate consideration of approximately \$1.03 billion consisting of (i) a credit bid of the Allowed FLTL Claims (up to the FLTL Claims Allowed Amount), (ii) cash in the amount of up to \$105 million (which may be increased to \$125 million in the sole and absolute discretion of the Buyer),<sup>32</sup> (iii) the GUC Warrants, (iv) the SLTL Warrants, and (v) assumption of certain liabilities set forth in the Credit Bid Purchase Agreement, including the assumption of the Allowed FLFO Claims remaining following distribution of the FLFO Distribution Amount. Accordingly, the Debtors have determined that the Credit Bid Transaction is currently the highest and otherwise best available transaction in light of, among other factors, the fact that the Credit Bid Purchase Agreement and Plan collectively provide for a going-concern transaction that maximizes the long-term value of the Debtors' business, provides for the continued employment of over 1,000 employees and contractors, and maximizes the consideration available for distribution to the Debtors' creditors under the Plan. As such, the Debtors submit that the Credit Bid Transaction is in the best interests of the Debtors and their estates.

#### **B. Approval of Apache Transactions**

Pursuant to the Apache Term Sheet, the Company, the Consenting Creditors, and Apache agreed to, among other things, negotiate mutually agreeable Apache Definitive Documents no later than 45 days after the Petition Date, which deadline the parties mutually agreed to extend to January 1, 2021. In addition, the RSA provides that it shall be a DIP Commitment Parties Termination Event (as defined in the RSA) if the Company shall not have complied with the

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<sup>32</sup> The Credit Bid Purchase Agreement caps the total cash consideration to be paid by Credit Bid Purchaser for the Credit Bid Acquired Interests at an amount equal to (i) the proceeds of the up to \$185 million Second Lien Exit Facility, plus (ii) the proceeds of the approximately \$40 million Equity Rights Offerings, minus (iii) \$120 million (provided that the amount in (iii) may be reduced to an amount not less than \$100 million in the sole and absolute discretion of the Buyer).

deadline requiring the finalization of the Apache Definitive Documents by no later than 75 days after the Petition Date, which deadline the parties mutually agreed to extend to January 1, 2021.

Following months of extensive negotiations, on January 1, 2021, the parties finalized the Apache Definitive Documents and certain of the Debtors, Apache, and certain of its affiliates entered into the Implementation Agreement, an agreement whereby parties thereto agreed to execute and deliver the Apache Definitive Documents on or before the Effective Date of the Plan.

The Apache Definitive Documents include, among other things, the Initial Plan of Merger, which provides, among other things, that as of the Effective Date:

- FWE I will be formed, all of the FWE I Assets will be allocated to, possessed by, and vested in FWE I, pursuant to the terms of the Initial Plan of Merger, and all of the FWE I Obligations will be allocated to and will vest in, and will constitute liabilities and obligations of, FWE I; and
- FWE will maintain its separate existence and continue as a surviving entity as FWE III, all of the assets of FWE other than the Credit Bid Acquired Interests, the FWE I Assets, and the Abandoned Properties, will be allocated to, possessed by, and vested in FWE III, pursuant to the terms of the Initial Plan of Merger, and all of the liabilities and obligations of FWE remaining other than the Credit Bid Assumed Liabilities and the FWE I Obligations will be allocated to and will vest in, and will constitute liabilities and obligations of, FWE III.

Other Apache Definitive Documents include (i) the Sublease Amendment described above in Section V.J, pursuant to which FWE will pay a substantially reduced rental rate to Apache, as sublessor, and which contains favorable termination rights, (ii) the TSA between FWE I and Credit Bid Purchaser, and (iii) a Farmout Agreement between Credit Bid Purchaser and FWE I (the “**Farmout Agreement**”). To facilitate the transition process, pursuant to the TSA, the Credit Bid Purchaser will provide operational, technical, and administrative services to FWE I to operate the FWE I Assets during the period following the Effective Date. The Farmout Agreement provides, among other things, that Credit Bid Purchaser will have the right for two years to present capital projects to FWE I relating to the Legacy Apache Properties, which will give FWE I the option to participate, in its sole discretion, under the terms mutually agreed and set forth in the Farmout Agreement.

In addition, section 10.7 of the Plan provides for mutual releases by (among other parties) the Apache PSA Parties, the Debtors, and the Consenting Creditors, provided, however, that no party will be released to the extent such release would impair the Decommissioning Security or the Apache PSA Parties’ ability to draw on the Decommissioning Security, in any respect.

The Plan is being proposed as a motion to approve, among other things, the Apache Transactions pursuant to Bankruptcy Rule 9019 and entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates.

The Apache Transactions provide considerable benefits to the Debtors' estates and other key stakeholders, including, among other things, (i) limiting the Debtors' exposure to the decommissioning liabilities related to the Legacy Apache Properties, (ii) advancing discussions with other parties in interest regarding a comprehensive restructuring, including the Consenting Creditors, BOEM and BSEE, and other predecessors in interest, (iii) reducing the rent charged to FWE pursuant to the Sublease Amendment, and (iv) substantially accelerating the decommissioning work performed on multiple wells, pipelines, platforms, and other facilities in the Gulf of Mexico.

**C. Approval of Additional Predecessor Agreements**

As contemplated by the Plan and discussed above, the Debtors may enter into additional, consensual agreements prior to the Confirmation Date with any entity or entities in the chain of title, co-working interest owner(s), or other related party for any of the Abandoned Properties (the "**Additional Predecessor Agreements**"). To the extent the Debtors enter into any such Additional Predecessor Agreements prior to confirmation, the Debtors will seek approval of such agreements at confirmation.

**D. Approval of Abandonment of Abandoned Properties**

In the Debtors' business judgment, the Abandoned Properties are burdensome to the Debtors' estates. As discussed above, since before the Petition Date, the Debtors have been in active discussions with BOEM and BSEE regarding the development of the Plan and proposed treatment of the Debtors' properties, including the Debtors' intention to abandon certain properties. Moreover, as detailed above, Debtors have also been coordinating with the Predecessors and CIOs on the safe and orderly operational transfer of the Abandoned Properties.

**VII.  
TRANSFER RESTRICTIONS AND  
CONSEQUENCES UNDER FEDERAL SECURITIES LAWS**

The offer, issuance and distribution of the New Equity Interests (other than the Backstop Commitment Premium Equity Interests, the New Money Warrants, or any New Equity Interests issued upon exercise of the New Money Warrants or under the Management Incentive Plan), the Subscription Rights, the SLTL Warrants, and the GUC Warrants to holders of Allowed FLTL Claims and General Unsecured Claims under Article IV of the Plan, and the New Equity Interests issued upon exercise of the Subscription Rights, the SLTL Warrants, or the GUC Warrants, shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code.

The issuance and sale of the Second Lien Backstop Commitment Premium Equity Interests to be issued pursuant to the Second Lien Backstop Commitment Letter, the FLTL ERO Backstop Commitment Premium, the SLTL ERO Backstop Commitment Premium, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) to be issued pursuant to the New Money Warrant Agreement is being made in reliance on the

exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder.

**A. Section 1145 of the Bankruptcy Code and Subscription Transfers**

The above described securities to be issued pursuant to section 1145 of the Bankruptcy Code (the “**1145 Securities**”) may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such 1145 Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Section 1145 of the Bankruptcy Code generally exempts from registration under the Securities Act the offer or sale under a chapter 11 plan of a security of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under a plan, if such securities are offered or sold in exchange for a claim against, or an interest in, the debtor or such affiliate, or principally in such exchange and partly for cash. Section 1145 of the Bankruptcy Code also exempts from registration the offer of a security through any right to subscribe sold in the manner provided in the prior sentence, and the sale of a security upon the exercise of such right. In reliance upon this exemption, the 1145 Securities will be exempt from the registration requirements of the Securities Act, and state and local securities laws. These securities may be resold without registration under the Securities Act or other federal or state securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such 1145 Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Section 1145(b) of the Bankruptcy Code defines “underwriter” for purposes of the Securities Act as one who, except with respect to ordinary trading transactions, (i) purchases a claim with a view to distribution of any security to be received in exchange for the claim, (ii) offers to sell securities issued under a plan for the holders of such securities, (iii) offers to buy securities issued under a plan from persons receiving such securities, if the offer to buy is made with a view to distribution or (iv) is an issuer, as used in section 2(a)(11) of the Securities Act, with respect to such securities, which includes control persons of the issuer.

“Control,” as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. The legislative history of Section 1145 of the Bankruptcy Code suggests that a creditor who owns ten percent (10%) or more of a class of voting securities of a reorganized debtor may be presumed to be a “controlling person” and, therefore, an underwriter.

Notwithstanding the foregoing, control person underwriters may be able to sell securities without registration pursuant to the resale limitations of Rule 144 of the Securities Act (“**Rule 144**”) which, in effect, permit the resale of securities received by such underwriters pursuant to a chapter 11 plan, subject to applicable volume limitations, notice and manner of sale requirements, and certain other conditions. Parties who believe they may be statutory underwriters as defined in section

1145 of the Bankruptcy Code are advised to consult with their own legal advisors as to the availability of the exemption provided by Rule 144.

**B. Section 4(a)(2) of the Securities Act and Subscription Transfers**

With respect to the above described securities issued in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder (the “**Private Placement Securities**”), such securities will be considered “restricted securities” and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as under certain conditions, the resale provisions of Rule 144.

Rule 144 provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the holder of the restricted securities is an “affiliate” of the issuer. Rule 144 defines an affiliate of the issuer as “a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.”

None of the Debtors, NewCo and its subsidiaries, including the Credit Bid Purchaser, or any other Person shall be required to provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests, the New Money Warrants, the SLTL Warrants, or the GUC Warrants, under applicable securities laws. DTC and any transfer agent (as applicable) shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services (to the extent applicable).

Notwithstanding anything to the contrary in the Plan, no Person (including DTC and any transfer agent) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including whether the New Equity Interests, the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants), the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

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*Legends.* To the extent certificated or issued by way of direct registration on the records of the issuer’s transfer agent, certificates evidencing the New Equity Interests held by holders of 10% or more of the outstanding New Equity Interests, or who are otherwise underwriters as defined in section 1145(b) of the Bankruptcy Code, and all Private Placement Securities, will bear a legend substantially in the form below:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON THE EFFECTIVE DATE, HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.



The Debtors and NewCo or its subsidiaries, including the Credit Bid Purchaser, as applicable, reserve the right to reasonably require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of any such securities. The Debtors and NewCo or its subsidiaries, including the Credit Bid Purchaser, as applicable, also reserve the right to stop the transfer of any such securities if such transfer is not in compliance with Rule 144, pursuant to an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws.

In any case, recipients of securities issued under the Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirements or conditions to such availability.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

## VIII.

### **CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN**

The following discussion is a summary of certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to certain U.S. Holders (as defined below) of Claims that will receive cash or other property under the Plan. The following summary does not address the U.S. federal income tax consequences to holders of Claims who are unimpaired, deemed to reject the Plan or otherwise entitled to payment in full in cash under the Plan. In addition, this summary does not address the consequences to holders of Allowed FLFO Claims, as we understand that they have engaged outside counsel to advise them as to the federal income tax consequences of the Plan to them.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the “**Tax Code**”), U.S. Treasury Regulations (“**Treasury Regulations**”), judicial authorities, published positions of the Internal Revenue Service (“**IRS**”), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change (including pursuant to any potential future legislation which may be enacted in response to the COVID-19 pandemic) or differing interpretations (possibly with retroactive effect). The U.S. federal income tax consequences of the contemplated transactions are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or the courts. Accordingly, there is no assurance that the IRS would not take a contrary position as to the federal income tax consequences described herein.



This summary does not address foreign, state, local, gift, or estate tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a holder in light of its individual circumstances or to a holder that may be subject to special tax rules (such as persons who are related to the Debtors within the meaning of the Tax Code, foreign taxpayers, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, real estate investment trusts, regulated investment companies, tax-exempt organizations, trusts, governmental authorities or agencies, dealers and traders in securities, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold Claims through, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, persons whose functional currency is not the U.S. dollar, dealers in foreign currency, persons who hold Claims as part of a straddle, hedge, conversion transaction or other integrated investment, persons using a mark-to-market method of accounting, holders of Claims who are themselves in bankruptcy, persons subject to the alternative minimum tax or the “Medicare” tax on net investment income and accrual method taxpayers that report income on an “applicable financial statement”). In addition, this discussion does not address U.S. federal taxes other than income taxes, nor does it address the Foreign Account Tax Compliance Act.

The following discussion below assumes that the Credit Bid Transaction contemplated by the Plan (and the 363 Credit Bid Transaction, if applicable) will be a fully taxable transaction for U.S. federal income tax purposes. However, the Plan allows for alternative structures that may include transactions that are different from those described in the anticipated structure below. Any deviations from the anticipated structure could materially change the U.S. federal income tax consequences of the Plan to the Debtors, holders of Claims and holders of Interests described herein. It is intended that, and this discussion assumes, that each component transaction of the anticipated structure will be fully taxable for U.S. federal income tax purposes. If, contrary to this assumption, any component transaction of the anticipated structure is not fully taxable for U.S. federal income tax purposes, the tax consequences of any such transactions could be materially different than as described herein. Each U.S. Holder should consult its own tax advisor.

Additionally, this discussion assumes that (i) the various debt and other arrangements to which any of the Debtors is a party will be respected for U.S. federal income tax purposes in accordance with their form; (ii) except where otherwise indicated, the Claims and non-cash consideration received are held as “capital assets” (generally, property held for investment) within the meaning of Section 1221 of the Tax Code; and (iii) each Class of Claims that votes on the Plan is an Accepting Class.

**THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON YOUR INDIVIDUAL CIRCUMSTANCES. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE U.S. FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.**

***A. Consequences to the Debtors***

For U.S. federal income tax purposes, each of the Debtors is (i) a member of an affiliated group of corporations of which Fieldwood Energy Inc. is the common parent and which files a single consolidated U.S. federal income tax return (the “**Tax Group**”), or (ii) disregarded as

separate from its owner for U.S. federal income tax purposes whose business activities and operations are reflected on the consolidated U.S. federal income tax returns of the Tax Group. The Tax Group estimates that as of December 31, 2020, the Debtors will have approximately \$394 million of U.S. federal net operating loss (“NOL”) carryforwards and over \$190 million in estimated consolidated federal interest expense carryforwards under Section 163(j) of the Tax Code. None of the Debtors’ NOLs are subject to limitation under Section 382 of the Tax Code due to a prior ownership change. The amount of any such NOLs and other tax attributes, including any deductions for payments of Claims under the Plan, remain subject to audit and potential adjustment by the IRS.

## **1. Cancellation of Debt and Reduction of Tax Attributes**

In general, the Tax Code provides that a debtor must recognize cancellation of debt (“COD”) income upon the elimination or reduction of debt for insufficient consideration. The amount of COD income generally is equal to the amount by which the adjusted issue price of cancelled debt exceeds the sum of the amount of cash and the fair market value of any other property given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD incurred for U.S. federal income tax purposes. One such exception to such income recognition is provided for any COD arising by reason of the discharge of the debtor’s indebtedness in a bankruptcy case or to the extent of the debtor’s insolvency immediately before the cancellation of the debt. In such case, the Tax Code generally requires the debtor to reduce certain of its tax attributes—such as current year NOLs and NOL carryforwards, tax credits, capital loss carryforwards, and tax basis in assets—by the amount of any such excluded COD income. Although not free from doubt, it is expected that carryover of disallowed interest expense would not be a tax attribute subject to such reduction. If advantageous, the debtor can elect to reduce the basis of depreciable property before any reduction in its NOL carryforwards or other tax attributes. Also, where the Debtor joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury Regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the debtor and other members of the group also be reduced.

The Debtors expect to incur a substantial amount of COD as a result of the implementation of the Plan with a corresponding reduction in its tax attributes. The amount of such COD and resulting tax attribute reduction will depend primarily on the fair market value of the assets that are the subject of the Credit Bid Transaction (or 363 Credit Bid Transaction) and, in turn the New Equity Interests, Subscription Rights, SLTL Warrants, and GUC Warrants. In general, any reduction in tax attributes under the COD rules does not occur until the end of the tax year, after such attributes have been applied to determine the tax for the year or, in the case of asset basis reduction, the first day of the taxable year following the tax year in which the COD occurs. Accordingly, the Debtors do not expect such reduction to have a material impact on their ability to utilize their existing consolidated NOLs and other tax attributes against any gain recognized in the Credit Bid Transaction (or 363 Credit Bid Transaction).

## **2. Limitation of NOL Carryforwards and Other Tax Attributes**

Under the Tax Code, any NOLs and certain other tax attributes of a corporation (collectively, “Pre-Change Losses”) may be subject to an annual limitation if the corporation undergoes an “ownership change” within the meaning of Section 382 of the Tax Code. These limitations apply in addition to, and not in lieu of, the attribute reduction that may result from the

COD arising in connection with the Plan. As discussed above, due in part to the resulting attribute reduction from the incurrence of COD, the Debtors may not have significant tax attributes remaining following the implementation of the Plan to which Section 382 of the Tax Code would apply. Nevertheless, the following provides a brief description of the operation of Section 382 of the Tax Code in the event there are any Pre-Change Losses to which Section 382 of the Code could apply.

Under Section 382 of the Tax Code, if a corporation (or consolidated group) undergoes an “ownership change” and the corporation does not qualify for (or elects out of) the special bankruptcy exception in Section 382(l)(5) of the Tax Code discussed below, the amount of its Pre-Change Losses that may be utilized to offset future taxable income or tax liability is subject to an annual limitation.

In general, the amount of the annual limitation to which a corporation in bankruptcy that undergoes an ownership change will be subject is equal to the product of (i) the fair market value of the stock of the corporation immediately after the ownership change (with certain adjustments) multiplied by (ii) the “long term tax exempt rate” in effect for the month in which the ownership change occurs (e.g., approximately 1.6% for ownership changes occurring in March 2021).

This annual limitation potentially may be increased in the event the corporation (or consolidated group) has an overall “built-in” gain in its assets at the time of the ownership change. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year. Under Section 382(l)(5) of the Tax Code, an exception to the foregoing annual limitation rules generally applies where qualified creditors of a debtor corporation receive, in respect of their claims, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. The Debtors do not expect this exception to be of any material benefit, even if otherwise applicable.

As indicated above, the Debtors may not have significant (if any) tax attributes remaining to which Section 382 of the Tax Code would apply after the reduction in tax attributes under the COD rules, whether or not the annual limitation rules apply.

### **3. Sale of Certain Assets**

Pursuant to the Plan, the Debtors will sell certain assets in the Credit Bid Transaction (or the 363 Credit Bid Transaction, if applicable) and abandon certain assets. The discussion herein assumes that such assets will be disposed of in the Credit Bid Transaction or abandonment and that the Credit Bid Transaction or the abandonment, as applicable, will be treated as a taxable transaction. As a result, for U.S. federal income tax purposes the Debtors are expected to recognize income, gain, loss, or deduction in the Credit Bid Transaction or upon abandonment, as applicable. The Credit Bid Purchaser would obtain a new cost basis in the assets acquired based on the fair market value of such assets on the Effective Date, but would not succeed to any tax attributes of the Debtors (such as NOLs, tax credits or tax basis in assets).

The Debtors expect that the Debtors’ current year deductions, NOL carryforwards, and other tax attributes generally should be available to offset some or all of the tax gains or income that might be recognized. Depending on the value of the transferred assets, the timing of when

such sales or transfers occur, and the availability of and any limitations on the Debtors' tax attributes for applicable federal (as well as state and local) income tax purposes, the Debtors may incur certain income tax liabilities relating to such transfers. This discussion assumes that asset sales described in this paragraph will be fully taxable for U.S. federal income tax purposes.

If, contrary to that assumption, the Credit Bid Transaction (or the 363 Credit Bid Transaction, if applicable) is not fully taxable for U.S. federal income tax purposes, the tax consequences of any such transactions to the Debtors (and holders of certain Claims) could be materially different than that described herein. Each U.S. Holder should consult its own tax advisor.

#### **4. Potential Transfer of Assets to a Liquidating Trust**

Pursuant to the Plan, the Plan Administrator may, anytime on or after the Effective Date, transfer certain of Debtors' remaining assets to a Liquidating Trust (as defined below) on behalf of all or a portion of the respective claimants, holders of Existing Equity Interests, and/or other stakeholders, if the Plan Administrator determines that it is in the best interests of the Debtors and respective stakeholders. The transfer of assets by the Plan Administrator to a Liquidating Trust will be treated as a sale of the assets at fair market value, which may result in the recognition of gain or loss by the Debtors, depending in part on the value of such assets on the date of such transfer to the liquidating trust relative to the Debtors' tax basis in such assets. *See* Section VII.C, "Tax Treatment of a Liquidating Trust and Holders of Beneficial Interests" below for discussion.

##### ***B. Consequences to Holders of Certain Claims***

The following discussion applied to U.S. Holders of Allowed FLTL Claims, Allowed SLTL Claims, Allowed Unsecured Trade Claims, and Allowed General Unsecured Claims. For purposes of this discussion, a "U.S. Holder" is a beneficial owner of Allowed Claims or Existing Equity Interests that is: (1) an individual citizen or resident of the United States for U.S. federal income tax purposes; (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof, or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (A) if a court within the United States is able to exercise primary jurisdiction over the trust's administration and one or more United States persons have authority to control all substantial decisions of the trust, or (B) that has a valid election in effect under applicable Treasury Regulations to be treated as a United States person.

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a holder of a Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the partner (or other beneficial owner) and the entity. Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are holders of Claims should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

## 1. Taxable Exchange – Structure of Credit Bid Transaction

This discussion assumes that, pursuant to the Credit Bid Transaction, the Debtors will receive all or a portion of the New Equity Interests, Subscription Rights, SLTL Warrants, GUC Warrants, and cash as consideration for the sale of the Credit Bid Acquired Interests in a taxable transaction for U.S. federal income tax purposes, and that the consideration received will then be distributed to holders of Claims in accordance with the Plan.

However, this is not the only manner in which the Credit Bid Transaction could be structured. For example, certain holders of Allowed FLTL Claims may instead transfer, in whole or in part, their Allowed Claims to the Credit Bid Purchaser in exchange for New Equity Interests and FLTL Subscription Rights, whereupon such Credit Bid Purchaser will then use such Allowed Claims together with the SLTL Subscription Rights, SLTL Warrants, GUC Warrants and cash (and any remaining New Equity Interests and FLTL Subscription Rights) to acquire the Credit Bid Acquired Interests, similarly in a taxable transaction for U.S. federal income tax purposes. The Debtors would then distribute the consideration so received in accordance with the Plan, including with respect to Allowed Claims that were not part of the consideration in the Credit Bid Transaction, also in a taxable transaction for U.S. federal income tax purposes. Accordingly, all holders of Allowed Claims should consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan to them.

In addition, a single share of reorganized FWE Parent common stock representing all of the outstanding equity of reorganized FWE Parent (the “**Single Share**”) and, in respect of which, any Residual Distributable Value will be distributable to holders of Allowed General Unsecured Claims. Accordingly, for U.S. federal income tax purposes, the holders of Allowed General Unsecured Claims should be treated as receiving a direct ownership interest in the Single Share in addition to receiving the GUC Warrants.

Accordingly, the following discussion assumes that, pursuant to the Plan, the Debtors will distribute:

- (i) the New Equity Interests and FLTL Subscription Rights to holders of Allowed FLTL Claims in satisfaction and discharge of any of their Allowed Claims that are not transferred to the Credit Bid Purchaser as described above,
- (ii) SLTL Warrants and SLTL Subscription Rights to holders of Allowed SLTL Claims in satisfaction and discharge of their Allowed Claims,
- (iii) cash to holders of Allowed Unsecured Trade Claims in satisfaction and discharge of any of their Allowed Claims, and
- (iv) GUC Warrants and beneficial interests in the Single Share to holders of Allowed General Unsecured Claims in satisfaction and discharge of their Allowed Claims.

A U.S. Holder of an Allowed FLTL Claim, Allowed SLTL Claim, Allowed Unsecured Trade Claim, or Allowed General Unsecured Claim generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of the fair market value of any non-cash consideration and the amount of any cash received (other than to the extent received in respect



of a Claim for accrued but unpaid interest and possibly accrued OID) and (ii) the U.S. Holder's adjusted tax basis in the Allowed Claim exchanged therefor (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* Section VII.B.3, "Character of Gain or Loss," below. The U.S. Holder will have ordinary interest income to the extent of any consideration allocable to accrued but unpaid interest or accrued OID not previously included in income. *See* Section VII.B.2, "Distributions in Discharge of Accrued Interest or OID," below.

In the event of the subsequent disallowance of any Disputed Unsecured Trade Claim or Disputed General Unsecured Claim, it is possible that a U.S. holder of a previously Allowed Claim in such Class may receive additional distributions in respect of its Claim as Disputed Claims are resolved, except to the extent of any portion of such distribution treated as an interest income under the imputed interest provisions of the Tax Code. As a result, it is possible that recognition of any loss realized by such U.S. Holder with respect to its Allowed Claim may be deferred until all Disputed Claims within such Class have been Allowed or Disallowed. Alternatively, it is possible that a U.S. Holder of a previously Allowed Claim will have additional gain. The discussion herein assumes that the installment method does not apply, either because the exchange is not eligible or because the U.S. Holder elects out of such treatment.

A U.S. Holder's tax basis in any New Equity Interests, Subscription Rights, SLTL Warrants, GUC Warrants and in any interest in the Single Share received will equal the fair market value of such interests at the time of receipt, and the U.S. Holder's holding period with respect thereto generally will begin on the day following the Effective Date (or, with respect to the GUC Warrants, the day following receipt thereof).

## **2. Distributions in Discharge of Accrued OID or Interest**

In general, to the extent that any consideration received pursuant to the Plan by a U.S. Holder of an Allowed Claim is received in satisfaction of interest accrued or OID accrued, in each case during its holding period, such amount will be taxable to the U.S. Holder as interest income (if not previously included in the U.S. Holder's gross income). Conversely, a U.S. Holder may be entitled to recognize a loss to the extent any accrued interest or amortized OID was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a "security" of a corporate issuer, in an otherwise tax-free exchange, could not claim a current deduction with respect to any unpaid OID. Accordingly, it is also unclear whether, by analogy, a U.S. Holder of an Allowed Claim that does not constitute a "security" would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

Section 6.12 of the Plan provides that the aggregate consideration to be distributed to U.S. Holders of Allowed Claims in each Class will be allocated first to the principal amount of such Allowed Claims, with any excess allocated to unpaid interest that accrued on these Claims, if any. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. Holders are urged to consult their tax advisors regarding the allocation of consideration received under the Plan, as well as the deductibility of accrued but unpaid interest (including OID) and the character of any loss claimed with respect to accrued but unpaid interest (including OID) previously included in income for U.S. federal income tax purposes.



### **3. Character of Gain or Loss**

Where gain or loss is recognized by a U.S. Holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously claimed a bad debt deduction.

A U.S. Holder that purchased its Claims from a prior holder at a “market discount” (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the Tax Code. In general, a debt instrument is considered to have been acquired with “market discount” if the U.S. Holder’s adjusted tax basis in the debt instrument is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a statutorily defined *de minimis* amount. Under these rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the holder, on a constant yield basis) during the U.S. Holder’s period of ownership, unless the holder elected to include the market discount in income as it accrued. If a U.S. Holder of a Claim did not elect to include market discount in income as it accrued and, thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claim, such deferred amounts would become deductible at the time of the receipt of cash and other consideration in satisfaction of such Claims.

### **4. Disposition of New Equity Interests**

The U.S. federal income tax treatment of the New Equity Interests depends on, among others, the U.S. federal income tax classification of NewCo and the Credit Bid Purchaser and the terms and structure of the transaction in which a U.S. Holder acquires such Interests. In general, unless a nonrecognition provision applies to a future disposition, U.S. Holders will recognize capital gain or loss upon the sale or exchange of the New Equity Interests in an amount equal to the difference between (i) the holder’s adjusted tax basis in the New Equity Interests held and (ii) the sum of the cash and the fair market value of any property received from such disposition. However, if NewCo and the Credit Bid Purchaser are classified as a partnership or other passthrough entity for U.S. federal income tax purposes, all or a portion of such gain may be taxable as ordinary income. Any such capital gain or loss generally should be long-term capital gain or loss if the U.S. Holder’s holding period for its New Equity Interests is more than one year at that time. A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital loss is subject to significant limitations. All holders are urged to consult their tax advisors regarding the tax treatment of the New Equity Interests.

### **5. Exercise and Disposition of the SLTL Warrants and GUC Warrants**

A U.S. holder of an SLTL Warrant or GUC Warrant generally will not recognize gain or loss upon the exercise of such warrant. A U.S. holder’s tax basis in New Equity Interests received upon exercise of an SLTL Warrant or GUC Warrant will be equal to the sum of the holder’s tax

basis in the SLTL Warrant or GUC Warrant, as applicable, and the exercise price. The holder will commence a new holding period with respect to the New Equity Interests received.

If the terms of the SLTL Warrant or GUC Warrant provide for any adjustment to the number of shares of New Equity Interests for which the SLTL Warrant or GUC Warrant may be exercised or to the exercise price of the SLTL Warrant or GUC Warrant, such adjustment may, under certain circumstances, result in constructive distributions that could be taxable to the holder of the SLTL Warrant or GUC Warrant. Conversely, the absence of an appropriate adjustment may result in a constructive distribution that could be taxable to the U.S. holders of the New Equity Interests.

Upon the lapse or disposition of an SLTL Warrant or GUC Warrant, the U.S. holder generally would recognize gain or loss equal to the difference between the amount received (zero in the case of a lapse) and its tax basis in the warrant. In general, such gain or loss would be a capital gain or loss, long-term or short-term, depending on whether the requisite holding period was satisfied.

## **6. Disposition of Interests in the Single Share**

In general, unless a nonrecognition provision applies to a future disposition, U.S. Holders of an interest in the Single Share will generally recognize capital gain or loss upon the sale or exchange of their interest in the Single Share received in satisfaction of their Claims in an amount equal to the difference between (i) the holder's adjusted tax basis in its interest in the Single Share held and (ii) the sum of the cash and the fair market value of any property received from such disposition. Any such capital gain or loss generally should be long-term capital gain or loss if the U.S. Holder's holding period for its interest in the Single Share is more than one year at that time. A reduced tax rate on long-term capital gain may apply to non-corporate U.S. Holders. The deductibility of capital loss is subject to significant limitations.

However, any gain recognized by a U.S. Holder upon a disposition of its interest in the Single Share received in exchange for its Claims (or any stock or property received for such interest in the Single Share in a later tax-free exchange) generally will be treated as ordinary income for U.S. federal income tax purposes to the extent of (i) any ordinary loss deductions previously claimed as a result of the write-down of the Claim, decreased by any income (other than interest income) recognized by the U.S. Holder upon exchange of the Claim, and (ii) with respect to a cash-basis U.S. Holder and in addition to clause (i) above, any amounts which would have been included in its gross income if the holder's Claim had been satisfied in full but which was not included by reason of the cash method of accounting.

## **7. Tax Treatment of Subscription Rights**

The characterization of the Subscription Rights and their subsequent exercise for U.S. federal income tax purposes as the exercise of options to acquire New Equity Interests is uncertain given that the Subscription Rights must be exercised prior to the Effective Date, and the receipt and exercise of the Subscription Rights pursuant to the Plan could be viewed as an integrated transaction pursuant to which part of the underlying New Equity Interests are treated as acquired directly in satisfaction of a holder's Allowed FLTL Claims or Allowed SLTL Claims and part are treated as acquired for cash. Unless otherwise indicated, the discussion herein assumes that the

Subscription Rights are respected as options to acquire New Equity Interests (including the discussion above regarding the calculation of gain or loss).

Regardless of the characterization of the Subscription Rights, a holder of Subscription Rights generally would not recognize any gain or loss upon the exercise of such Subscription Rights. A holder's aggregate tax basis in the New Equity Interests received upon exercise of a Subscription Right should be equal to the sum of (i) the amount paid upon exercise of the Subscription Rights and (ii) the holder's tax basis in the Subscription Rights.

A holder's holding period in the New Equity Interests received upon exercise of a Subscription Right generally should commence the day following the exercise of the Subscription Right.

It is uncertain whether a holder that receives but does not exercise a Subscription Right should be treated as receiving anything of additional value in respect of its Allowed FLTL Claim or Allowed SLTL Claim, as applicable. If the Subscription Rights are respected for U.S. federal income tax purposes as options to acquire New Equity Interests, and a holder is treated as having received a Subscription Right of value (despite its subsequent lapse), such that it obtains a tax basis in the Subscription Right, upon such lapse of the Subscription Right the holder generally would recognize a loss to the extent of the holder's tax basis in the Subscription Right. In general, such loss would be a capital loss, long-term or short-term, depending upon whether the requisite holding period was satisfied.

### **C. Tax Treatment of a Liquidating Trust and Holders of Beneficial Interests**

#### **1. Classification of Liquidating Trust**

The Plan Administrator may determine, in its discretion and from time to time, that in order to carry out and implement the provisions of the Plan certain assets should be transferred to a liquidating trust for the benefit of one or more classes of stakeholders. In such event, it is intended that the liquidating trust will be structured to qualify as a "liquidating trust" for U.S. federal income tax purposes (a "Liquidating Trust"), and the following discussion so assumes.

In general, a Liquidating Trust is not a separate taxable entity but rather is treated for U.S. federal income tax purposes as a "grantor trust" (*i.e.*, a pass-through entity). The IRS, in Revenue Procedure 94-45, 1994-2 C.B. 684, set forth the general criteria for obtaining an IRS ruling as to the grantor trust status of a liquidating trust under a chapter 11 plan. Any Liquidating Trust will be structured with the intention of complying with such general criteria. Pursuant to the Plan, and in conformity with Revenue Procedure 94-45, all parties to the Liquidating Trust (including, without limitation, the Debtors, stakeholders receiving interests in the Liquidating Trust, and the trustee of the Liquidating Trust) will be required to treat the transfer of the underlying assets to the Liquidating Trust as (1) a transfer of such assets (subject to any obligations relating to those assets) directly to the stakeholders receiving interests in the Liquidating Trust (other than to the extent any of the assets are allocable to Disputed Claims), followed by (2) the transfer of such assets by such stakeholders to the Liquidating Trust in exchange for interests in the Liquidating Trust. Accordingly, except in the event of contrary definitive guidance, stakeholders receiving interests in the Liquidating Trust would be treated for U.S. federal income tax purposes as the grantors and

owners of their respective shares of the underlying assets of the Liquidating Trust (other than such assets as are allocable to Disputed Claims).

Although this discussion assumes that any Liquidating Trust will be treated as a “liquidating trust” for U.S. federal income tax purposes, no ruling will be requested from the IRS concerning the tax status of the Liquidating Trust as a grantor trust. Accordingly, there can be no assurance that the IRS will not take a contrary position to the classification of the Liquidating Trust as a grantor trust. If the IRS were to successfully challenge such classification, the U.S. federal income tax consequences to the Liquidating Trust and the U.S. Holders receiving interests in the Liquidating Trust could vary from those discussed herein.

## **2. General Tax Reporting by Liquidating Trust and its Beneficiaries**

For all U.S. federal income tax purposes, all parties to the Liquidating Trust (including, without limitation, the Debtors, stakeholders receiving interests in the Liquidating Trust, and the trustee of the Liquidating Trust) must treat the Liquidating Trust as a grantor trust of which the holders of beneficial interests in the Liquidating Trust (as determined for U.S. federal income tax purposes) are the owners and grantors, and such holders as the direct owners of an undivided interest in the underlying assets of the Liquidating Trust (other than any assets allocable to Disputed Claims), consistent with their economic interests therein. The trustee of the Liquidating Trust will file tax returns for the Liquidating Trust treating the Liquidating Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a). The trustee of the Liquidating Trust also will annually send to each holder of a beneficial interest in the Liquidating Trust a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for U.S. federal income tax purposes and will instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holder’s underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns.

All taxable income and loss of the Liquidating Trust will be allocated among, and treated as directly earned and incurred by, holders of beneficial interests in the Liquidating Trust with respect to such holder’s undivided interest in the underlying assets of the Liquidating Trust (and not as income or loss with respect to its prior Claims), with the possible exception of any taxable income and loss allocable to any assets allocable to, or retained on account of, Disputed Claims. The character of any income and the character and ability to use any loss will depend on the particular situation of the holder of Claims receiving interests in the liquidating trust.

As soon as reasonably practicable after the transfer of the assets to the Liquidating Trust, the trustee of the Liquidating Trust will make a good faith valuation of such assets. All parties to the Liquidating Trust (including, without limitation, the Debtors, holders of Claims receiving interests in the liquidating trust, and the trustee of the liquidating trust) must report consistently with such valuation for all U.S. federal income tax purposes. The valuation will be made available, from time to time, as relevant for tax reporting purposes.

The U.S. federal income tax obligations of a U.S. Holder with respect to its beneficial interests in the Liquidating Trust are not dependent on the Liquidating Trust distributing any cash or other proceeds, subject to any portion(s) of the Liquidating Trust allocable to Disputed Claims. Thus, a U.S. Holder of Allowed Claims receiving interests in the Liquidating Trust may incur a

U.S. federal income tax liability with respect to its allocable share of the Liquidating Trust's income even if the Liquidating Trust does not make a concurrent distribution to the U.S. Holder. In general, other than in respect of cash retained on account of Disputed Claims, a distribution of cash by the Liquidating Trust will not be separately taxable to a beneficial owner of the Liquidating Trust since the beneficial owner is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by the Liquidating Trust). U.S. Holders are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of any subsequent distributions of cash originally retained by the Liquidating Trust on account of Disputed Claims.

The trustee of the Liquidating Trust will comply with all applicable governmental withholding requirements. If any beneficiaries of the Liquidating Trust are not U.S. persons, the trustee of the Liquidating Trust may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower rate under applicable income tax treaty). As indicated above, the foregoing discussion of the U.S. federal income tax consequences of the Plan does not generally address the consequences to non-U.S. Holders; accordingly, such holders should consult their tax advisors with respect to the U.S. federal income tax consequences of the Plan, including owning an interest in the Liquidating Trust.

#### **D. Information Reporting and Back-Up Withholding**

All distributions to holders of Allowed Claims under the Plan are subject to any applicable tax withholding. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable withholding rate (currently 24%). Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails to properly report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. Holders of Allowed Claims are urged to consult their tax advisors regarding the Treasury Regulations governing backup withholding and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations.

In addition, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these Treasury Regulations and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations and require disclosure on the holder's tax returns.

THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL

HOLDERS OF CLAIMS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

**IX.**  
**CERTAIN RISK FACTORS TO BE CONSIDERED**

Before voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the information set forth in the Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto. The factors below should not be regarded as the only risks associated with the Plan or its implementation.

**A. Certain Bankruptcy Law Considerations**

**1. Risk of Termination of RSA**

The RSA contains certain provisions that give the parties the ability to terminate the RSA under various conditions. As noted above, termination of the RSA could result in loss of support for the Plan by important creditor constituencies. Any loss of support could adversely affect the Debtors' ability to confirm and consummate the Plan and could result in protracted Chapter 11 Cases, which could significantly and detrimentally impact the Company's relationships with regulators, vendors, suppliers, employees, and customers. If the RSA is terminated, each vote or any consent given by any of the Consenting FLTL Lenders, the Consenting SLTL Lenders and Apache before such termination will be deemed null and void *ab initio*.

**2. Risk of Non-Confirmation of the Plan**

Although the Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Further, a number of parties, primarily certain Predecessors and sureties, have asserted that the Plan will not satisfy all requirements for confirmation, including assertions that the Debtors cannot abandon the Abandoned Properties as proposed and the Debtors cannot satisfy all administrative expense claims in full. The Debtors disagree with such assertions.

Moreover, the Debtors can make no assurances that they will receive the requisite votes for acceptance to confirm the Plan. Even if all Voting Classes vote in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejected the Plan, the Bankruptcy Court could decline to confirm the Plan if it finds that any of the statutory requirements for confirmation are not met. If the Plan is not confirmed, it is unclear what distributions holders of Claims ultimately would receive with respect to their Claims in a subsequent chapter 11 plan.



### **3. Risk of Non-Consensual Confirmation and Conversion into Chapter 7 Cases**

If any impaired class of claims or equity interests does not accept or is deemed not to accept a plan, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has voted to accept the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. If any Class votes to reject the Plan, then these requirements must be satisfied with respect to such rejecting Classes. The Debtors believe that the Plan satisfies these requirements.

If no plan can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. *See* Section C hereof, as well as the Liquidation Analysis attached hereto as **Exhibit M** (the "**Liquidation Analysis**"), for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests.

### **4. Risk of Non-Occurrence of the Effective Date**

Although the Debtors believe that the Effective Date will occur soon after the Confirmation Date and that there is not a material risk that the Debtors will not be able to obtain all necessary governmental approvals (including any regulatory approval from BOEM and BSEE, and, if applicable, antitrust approval), there can be no assurance as to the timing of the Effective Date. Certain transactions contemplated under the Plan may require a review under the Hart-Scott-Rodino Antitrust Improvements Act. If the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article IX of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, none of the transactions set forth in Article V of the Plan shall have been consummated, the Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

### **5. Risks Related to Possible Objections to the Plan**

There is a risk that certain parties could oppose and object to either the entirety of the Plan or specific provisions of the Plan. Although the Debtors believe that the Plan complies with all relevant provisions of the Bankruptcy Code and other applicable law, there can be no guarantee that a party in interest will not file an objection to the Plan or that the Bankruptcy Court will not sustain such an objection. As of the date hereof, the Debtors have received multiple objections to the Plan. The objections assert, among other things, that the Debtors cannot abandon certain estate property. *See, e.g.* objection filed by XTO Offshore, Inc., HHE Energy Company, and XH LLC [Docket No. 759]. While the Debtors believe that they will overcome any objections challenging the Debtors' ability to abandon certain properties, including XTO's objection, the Debtors cannot predict with certainty how such objections will be resolved.

**6. Parties in Interest May Object to Plan's Classification of Claims and Interests**

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

**7. Conditions to Credit Bid Transaction May Not Be Satisfied**

The closing of the Credit Bid Transaction in connection with consummation of the Plan remains contingent on a number of conditions set forth in the Credit Bid Purchase Agreement. There is a risk that one or more of these conditions may not be met, thus preventing consummation of the Credit Bid Transaction.

**8. Releases, Injunctions, and Exculpations Provisions May Not Be Approved**

Article X of the Plan provides for certain releases, injunctions, and exculpations, for Claims and Causes of Action that may otherwise be asserted against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, the Released Parties, or Apache, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases and exculpations are not approved, certain parties may not be considered Releasing Parties, Released Parties, or Exculpated Parties, and certain Released Parties or Exculpated Parties may withdraw their support for the Plan.

**B. Additional Factors Affecting the Value of NewCo and its Subsidiaries****1. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary**

Certain of the information contained herein or in a supplement to this Disclosure Statement is, by nature, forward-looking and contains estimates and assumptions, which might ultimately prove to be incorrect, and projections, which may be materially different from actual future experiences. Many of the assumptions underlying the projections are subject to significant uncertainties that are beyond the control of the Credit Bid Purchaser, including the timing, confirmation, and consummation of the Plan, customer demand for the Credit Bid Purchaser's oil and gas or services, inflation, and other unanticipated market and economic conditions. There are uncertainties associated with any projections and estimates, and they should not be considered assurances. Some assumptions may not materialize, and unanticipated events and circumstances may affect the actual results. Projections are inherently subject to substantial and numerous uncertainties and to a wide variety of significant business, economic, and competitive risks, and the assumptions underlying the projections may be inaccurate in material respects. In addition, unanticipated events and circumstances occurring after the approval of the Disclosure Statement by the Bankruptcy Court, including any natural disasters, terrorist attacks, or health epidemics,

may affect the actual financial results achieved. Such results may vary significantly from the forecasts and such variations may be material.

## **2. Risks Associated with the Debtors' Business and Industry**

The risks associated with the Debtors' business and industry include, but are not limited to, the following:

- risk and uncertainties relating to the effects of disruption from the Chapter 11 Cases making it more difficult to maintain business and operational relationships, to retain key executives and to maintain various licenses and approvals necessary for NewCo and its subsidiaries (including the Credit Bid Purchaser) and FWE I to conduct their businesses;
- risk and uncertainties relating to the ability to complete definitive documentation in connection with any financing and the amount, terms and conditions of any such financing;
- risk and uncertainties relating to the Debtors' ability to obtain requisite support for the Plan from various stakeholders; the Debtors' ability to confirm and consummate the Plan;
- risk and uncertainties relating to NewCo's and its subsidiaries' (including the Credit Bid Purchaser), FWE I's, and FWE III's ability to satisfy all of their obligations under the Plan;
- risk and uncertainties relating to events outside of the Debtors' control, including an epidemic or outbreak of an infectious disease, such as the novel coronavirus (COVID-19), and the potential effects on operations and/or on domestic and international demand for crude oil and natural gas, delays, supply chain disruptions, travel restrictions, and other events resulting therefrom that may impact the oil and gas industry;
- social unrest and political instability, particularly in major oil and natural gas producing regions outside the United States, such as the Middle East, and armed conflict or terrorist attacks, whether or not in oil or natural gas producing regions;
- the volatility and potential for sustained low oil and natural gas prices;
- the supply and demand for oil and natural gas and potential risks relating to agreements and negotiations among members of the Organization of the Petroleum Exporting Countries;
- technological advances affecting energy consumption;
- the development and exploitation of alternative fuels and unconventional hydrocarbon production, including shale;

- changes in commodity prices and basis differentials for oil and natural gas;
- the ability to meet production volume targets;
- the uncertainty of estimating proved reserves and unproved resources;
- the ability to develop proved undeveloped reserves;
- the future level of operating and capital costs;
- the ability to obtain necessary governmental approvals for proposed exploration and production projects and to successfully construct and operate such projects;
- actions by credit ratings agencies, including potential downgrades;
- credit and performance risk of lenders, trading counterparties, customers, vendors, suppliers and third party operators;
- general economic and weather conditions in geographic regions or markets served, or where operations are located, including the risk of a global recession and negative impact on demand for oil and/or natural gas;
- the uncertainties associated with governmental regulation, including any potential changes in federal and state tax laws and regulations; and
- competition.

**C. Factors Relating to New Equity Interests to Be Issued under Plan**

**1. Market for Equity of NewCo**

There is currently no market for the New Equity Interests of NewCo, and there can be no assurance as to the development or liquidity of any market for any such New Equity Interests.

NewCo is under no obligation to list the New Equity Interests on any national securities exchange. Therefore, there can be no assurance that any of the foregoing New Equity Interests will be tradable or liquid at any time after the Effective Date. If a trading market does not develop or is not maintained, holders of the foregoing securities may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such New Equity Interests could trade at prices higher or lower than the estimated value set forth in the Disclosure Statement depending upon many factors including prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor expectations for NewCo. Accordingly, holders of these securities may bear certain risks associated with holding securities for an indefinite period of time.

**2. Potential Dilution**

The ownership percentage represented by the New Equity Interests of NewCo distributed on the Effective Date under the Plan, will be subject to dilution from the Second Lien Backstop

Commitment Premium Equity Interests, the New Equity Interests issued upon exercise of the Subscription Rights and the New Equity Interests issued upon the exercise of the New Money Warrants, the SLTL Warrants, or the GUC Warrants, New Equity Interests issued pursuant to the Management Incentive Plan Management Incentive Program, any other shares that may be issued in connection with the Plan or post-emergence, and the conversion of any options, warrants, convertible securities, exercisable securities, or other securities that may be issued post-emergence.

### **3. Significant Holders**

Certain holders of Prepetition Claims are expected to acquire a significant ownership interest in NewCo pursuant to the Plan. Such holders, if their decisions are aligned, may be in a position to control the outcome of all actions requiring stockholder approval, including the election of directors, without the approval of other stockholders. This concentration of ownership could also facilitate or hinder a negotiated change of control of NewCo and, consequently, have an impact upon the value of the New Equity Interests of NewCo.

### **4. New Equity Interests Subordinated to NewCo's Indebtedness**

In any subsequent liquidation, dissolution, or winding up of NewCo, the New Equity Interests would rank below all debt claims against NewCo. As a result, holders of the New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of NewCo until after all NewCo's obligations to their debt holders have been satisfied.

### **5. Valuation of NewCo Not Intended to Represent Trading Value of New Equity Interests of NewCo**

The valuation of NewCo is not intended to represent the trading value of equity in public or private markets and is subject to additional uncertainties and contingencies, all of which are difficult to predict. Actual market prices of such New Equity Interests at issuance will depend upon, among other things: (i) prevailing interest rates; (ii) conditions in the financial markets; (iii) the anticipated initial securities holdings of prepetition creditors, some of whom may prefer to liquidate their investment rather than hold it on a long-term basis; and (iv) other factors that generally influence the prices of the New Equity Interests. The actual market price of the New Equity Interests is likely to be volatile. Many factors, including factors unrelated to the Credit Bid Purchaser's actual operating performance and other factors not possible to predict, could cause the market price of equity to rise and fall. Accordingly, the value, stated herein and in the Plan, of the securities to be issued does not necessarily reflect, and should not be construed as reflecting, values that will be attained for the New Equity Interests in the public or private markets.

### **6. No Intention to Pay Dividends**

NewCo may not pay any dividends on the New Equity Interests and may instead retain any future cash flows for debt reduction and to support its operations. As a result, the success of an investment in the New Equity Interests may depend entirely upon any future appreciation in the value of the New Equity Interests. There is, however, no guarantee that the New Equity Interests will appreciate in value or even maintain their initial value.

**D. Factors Relating to Second Lien Backstop Commitment Letter****1. Bankruptcy Court Might Not Approve Second Lien Backstop Commitment Letter**

The Bankruptcy Court's approval of the Second Lien Backstop Commitment Letter is crucial to consummating the restructuring contemplated by the Plan. Failure to obtain the Bankruptcy Court's approval of the Second Lien Backstop Commitment Letter could prevent the Debtors from consummating the Plan and the transactions contemplated thereby.

**E. Risks Related to Equity Rights Offerings and ERO Backstop Agreements****1. Bankruptcy Court Might Not Approve FLTL Equity Rights Offering Procedures or SLTL Equity Rights Offering Procedures**

The Bankruptcy Court's approval of the FLTL Equity Rights Offering Procedures and SLTL Equity Rights Offering Procedures is crucial to consummating the restructuring contemplated by the Plan. Failure to obtain the Bankruptcy Court's approval of the FLTL Equity Rights Offering Procedures or the SLTL Equity Rights Offering Procedures could prevent the Debtors from consummating the Plan and the transactions contemplated thereby.

**2. Debtors May Not Secure ERO Backstop Agreements**

Although the Debtors expect to secure a commitment to fully backstop the \$40 million Equity Rights Offerings and obtain Bankruptcy Court approval of the ERO Backstop Agreements, the Debtors have not yet finalized the terms of the ERO Backstop Agreements and cannot guarantee that such agreement commitment will be secured and approved by the Bankruptcy Court. Failure to secure such commitment and obtain Bankruptcy Court approval of the ERO Backstop Agreements could prevent the Debtors from consummating the Plan and the transactions contemplated thereby.

**F. Risks Related to Recoveries for Holders of General Unsecured Claims Under the Plan****1. Allowed General Unsecured Claims Could be More than Projected**

The estimate of Allowed General Unsecured Claims and recoveries for Holders of Allowed General Unsecured Claims set forth in the Disclosure Statement are based on various assumptions. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual amounts of Allowed General Unsecured Claims may significantly vary from the estimated amounts contained in the Disclosure Statement. Such difference may materially and adversely affect, among other things, the recoveries to Holders of Allowed General Unsecured Claims under the Plan.

**2. Residual Distributable Value of the Single Share of Post-Effective Date FWE Parent**

Although the Debtors will endeavor to value the residual distributable value of the Single Share of the Post-Effective Date FWE Parent held for the benefit of the holders of Allowed General



Unsecured Claims (which will be included as a supplement to this Disclosure Statement), there can be no certainty that such estimated value will materialize into any distributions to holders of Allowed General Unsecured Claims.

The residual distributable value of the Single Share of the Post-Effective Date FWE Parent will necessarily be affected by, among other things: (i) recoveries generated in connection with the operation of the remaining assets of the Post-Effective Date Debtors and FWE I; (ii) the outcome of objections to Claims; and (iii) the cost and expenses of such actions and generally administering the Post-Effective Date Debtors and FWE I.

**G. Additional Factors**

**1. Debtors Could Withdraw Plan**

The Plan may be revoked or withdrawn before the Confirmation Date by the Debtors.

**2. Debtors Have No Duty to Update**

The statements contained in the Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of the Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update the Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

**3. No Representations Outside the Disclosure Statement Are Authorized**

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in the Disclosure Statement.

Any representations or inducements made to secure your vote for acceptance or rejection of the Plan that are other than those contained in, or included with, the Disclosure Statement should not be relied upon in making the decision to vote to accept or reject the Plan.

**4. No Legal or Tax Advice Is Provided by the Disclosure Statement**

The contents of the Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult their own legal counsel and accountant as to legal, tax, and other matters concerning their Claim or Interest.

The Disclosure Statement is not legal advice to you. The Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

**5. No Admission Made**

Nothing contained herein or in the Plan will constitute an admission of, or will be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

**6. Certain Tax Consequences**

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Plan, see Article VIII thereof.

**X.**

**VOTING PROCEDURES AND REQUIREMENTS**

Before voting to accept or reject the Plan, each holder of a claim or interest in a Voting Class as of the Record Date (an “**Eligible Holder**”) should carefully review the Plan attached hereto as **Exhibit A**. All descriptions of the Plan set forth in the Disclosure Statement are subject to the terms and conditions of the Plan.

**A. Voting Deadline**

All Eligible Holders have been sent a Ballot together with the Disclosure Statement. Such holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies the Disclosure Statement to cast your vote.

The Debtors have engaged Prime Clerk LLC as their Voting Agent to assist in the transmission of voting materials and in the tabulation of votes with respect to the Plan. **FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AGENT ON OR BEFORE THE VOTING DEADLINE OF 4:00 P.M. (PREVAILING CENTRAL TIME) ON JUNE 2, 2021, UNLESS EXTENDED BY THE DEBTORS.**

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AGENT AT:

**Prime Clerk LLC**

**Telephone: (855) 631-5346 (toll free from U.S. or Canada)**

**or +1 (917) 460-0913 (international)**

**E-mail: fieldwoodballots@primeclerk.com (with “Fieldwood” in the subject line)**

Additional copies of the Disclosure Statement are available upon request made to the Voting Agent, at the telephone numbers or e-mail address set forth immediately above.

**B. Voting Procedures**

The Debtors are providing copies of the Disclosure Statement (including all exhibits and appendices), related materials, and a Ballot (collectively, a “**Solicitation Package**”) to record holders in the Voting Classes.

Eligible Holders in the Voting Classes should provide all of the information requested by the Ballot, and should (a) complete and return all Ballots received in the enclosed, self-addressed, postage-paid envelope provided with each such Ballot to the Voting Agent or (b) submit a Ballot electronically via the E-Ballot voting platform on Prime Clerk's website by visiting <https://cases.primeclerk.com/FieldwoodEnergy>, clicking on the "Submit E-Ballot" link, and following the instructions set forth on the website.

HOLDERS ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOTS VIA THE E-BALLOT PLATFORM.

***C. Parties Entitled to Vote***

Under the Bankruptcy Code, only holders of claims or interests in "impaired" classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be "impaired" under a plan unless: (1) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (2) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired claim or interest will not receive or retain any distribution under the plan on account of such claim or interest, the Bankruptcy Code deems such holder to have rejected the plan, and, accordingly, holders of such claims and interests do not actually vote on the plan. If a claim or interest is not impaired by the plan, the Bankruptcy Code deems the holder of such claim or interest to have accepted the plan and, accordingly, holders of such claims and interests are not entitled to vote on the plan.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines "acceptance" of a plan by a class of: (1) Claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Claims that cast ballots for acceptance or rejection of the plan; and (2) Interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the Interests that cast ballots for acceptance or rejection of the plan.

The Claims in the following classes are impaired under the Plan and entitled to vote to accept or reject the Plan:

- Class 1 — Other Secured Claims
- Class 3 — FLFO Claims
- Class 4 — FLTL Claims
- Class 5 — SLTL Claims
- Class 6A — Unsecured Trade Claims
- Class 6B — General Unsecured Claims

An Eligible Holder should vote on the Plan by completing a Ballot in accordance with the instructions therein and as set forth above. Trade Creditors may elect to have their Claims treated as Unsecured Trade Claims by indicating such election on the Ballot.

All Ballots must be signed by the Eligible Holder, or any person who has obtained a properly completed Ballot proxy from the Eligible Holder by the Record Date. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Plan will not be counted. If you return more than one Ballot voting different claims, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

The Ballots provided to Eligible Holders will reflect the principal amount of such Eligible Holder's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such Eligible Holder's Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Record Date and the Petition Date including interest.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Eligible Holders who actually vote will be counted. The failure of a holder to deliver a duly executed Ballot to the Voting Agent will be deemed to constitute an abstention by such holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the Ballot is timely submitted to the Voting Agent before the Voting Deadline together with any other documents required by such Ballot, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

#### **1. Fiduciaries and Other Representatives**

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Ballot of each Eligible Holder for whom they are voting.

#### **2. Agreements Upon Furnishing Ballots**

The delivery of an accepting Ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor with respect to such Ballot to accept: (a) all of the terms of, and conditions to, the Solicitation; and (b) the terms of the Plan including the injunction, releases, and exculpations set forth in Sections 10.5, 10.6, 10.7, 10.8, and 10.9 therein. All parties in interest retain their right to object to confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.

### 3. Change of Vote

Any party who has previously submitted to the Voting Agent before the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Voting Agent before the Voting Deadline a subsequent, properly completed Ballot voting for acceptance or rejection of the Plan.

#### **D. Waivers of Defects, Irregularities, etc.**

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting Agent or the Debtors, as applicable, in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all Ballots submitted by any of their respective creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights to waive any defects or irregularities or conditions of delivery as to any particular Ballot. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

#### **E. Further Information, Additional Copies**

If you have any questions or require further information about the voting procedures for voting your claims or about the packet of material you received, or if you wish to obtain an additional copy of the Plan, the Disclosure Statement, or any exhibits to such documents, please contact the Voting Agent.

## **XI. CONFIRMATION OF PLAN**

### **A. Confirmation Hearing**

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. In a motion filed contemporaneously with the filing of this Disclosure Statement, the Debtors have requested that the Bankruptcy Court schedule the Confirmation Hearing. Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

**B. Objections to Confirmation**

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Bankruptcy Local Rules, must set forth the name of the objector, the nature and amount of the Claims held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, together with proof of service thereof. The following parties may be served at the below addresses.

**Debtors at**

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway, S. Suite 1200  
Houston, Texas 77042  
Attn: Michael Dane  
Thomas R. Lamme

**Counsel to Debtors at**

Weil, Gotshal & Manges LLP  
700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
Attn: Alfredo R. Pérez (Alfredo.Perez@weil.com)  
Clifford Carlson (Clifford.Carlson@weil.com)

– and –

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr (Matt.Barr@weil.com)  
Jessica Liou (Jessica.Liou@weil.com)

**Counsel to the Ad Hoc Group of Secured Lenders at**

Haynes and Boone, LLP  
1221 McKinney Street, Suite 4000  
Houston, Texas 77010  
Attn: Charles A. Beckham Jr. (charles.beckham@haynesboone.com)  
Martha Wyrick (martha.wyrick@haynesboone.com)

– and –

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attn: Damian S. Schiabile (damian.schiabile@davispolk.com)  
Natasha Tsiouris (natasha.tsiouris@davispolk.com)  
Josh Sturm (joshua.sturm@davispolk.com)



**Counsel to the Creditors' Committee at**

Pachulski Stang Ziehl & Jones LLP  
440 Louisiana Street, Suite 900  
Houston, Texas 77002  
Attn: Michael D. Warner (mwarner@pszjlaw.com)  
Benjamin L. Wallen (bwallen@pszjlaw.com)

– and –

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038  
Attn: Kristopher M. Hansen (khansen@stroock.com)  
Frank A. Merola (fmerola@stroock.com)  
Jonathan D. Canfield (jcanfield@stroock.com)  
Sherry J. Millman (smillman@stroock.com)

**Office of the U.S. Trustee at**

Office of the U.S. Trustee for Region 7  
515 Rusk Street, Suite 3516  
Houston, Texas 77002  
Attn: Hector Duran (Hector.Duran@usdoj.gov)  
Stephen Statham (Stephen.Statham@usdoj.gov)

<p><b>UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.</b></p>
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**C. Requirements for Confirmation of Plan**

The Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation are that the Plan is (i) accepted by all impaired Classes of Claims and Interests entitled to vote or, if rejected or deemed rejected by an impaired Class, that the Plan “does not discriminate unfairly” and is “fair and equitable” as to such Class; (ii) in the “best interests” of the holders of Claims and Interests impaired under the Plan; and (iii) feasible.

**1. Acceptance of Plan**

Under the Bankruptcy Code, a Class accepts a chapter 11 plan if (i) holders of two-thirds (2/3) in amount and (ii) with respect to holders of Claims, more than a majority in number of the allowed claims in such class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept the Plan. Holders of Claims that fail to vote are not counted in determining the thresholds for acceptance of the Plan.

If any impaired Class of Claims does not accept the Plan (or is deemed to reject the Plan), the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, as to each impaired Class of Claims that has not accepted the Plan (or is deemed to reject the Plan), the Plan “does not

discriminate unfairly” and is “fair and equitable” under the so-called “cram down” provisions set forth in section 1129(b) of the Bankruptcy Code. The “unfair discrimination” test applies to classes of claims or interests that are of equal priority and are receiving different treatment under the Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or interests receives more than it legally is entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be “fair.” The “fair and equitable” test applies to classes of different priority and status (*e.g.*, secured versus unsecured; claims versus interests) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to the dissenting class, the test sets different standards that must be satisfied for the Plan to be confirmed, depending on the type of claims or interests in such class. The following sets forth the “fair and equitable” test that must be satisfied as to each type of class for a plan to be confirmed if such class rejects the Plan:

- **Secured Creditors.** Each holder of an impaired secured claim either (a) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such secured claim, (b) has the right to credit bid the amount of its claim if its property is sold and retains its lien on the proceeds of the sale, or (c) receives the “indubitable equivalent” of its allowed secured claim.
- **Unsecured Creditors.** Either (a) each holder of an impaired unsecured claim receives or retains under the plan, property of a value, as of the effective date of the plan, equal to the amount of its allowed claim or (b) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- **Interests.** Either (a) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (i) the fixed liquidation preference or redemption price, if any, of such equity interest and (ii) the value of the equity interest or (b) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the plan.

The Debtors believe the Plan satisfies the “fair and equitable” requirement with respect to any rejecting Class.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

## 2. Best Interests Test

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either: (a) accept the plan; or (b) receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than

the value such holder would receive or retain if the debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the “best interests test.”

This test requires a bankruptcy court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor’s assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor’s assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of impaired Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors’ belief is based primarily on: (a) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of impaired Claims and Interests; and (b) the Liquidation Analysis attached hereto as **Exhibit M**.

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis is solely for the purpose of disclosing to holders of Claims and Interests the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors’ conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

### **3. Feasibility**

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. For purposes of determining whether the Plan meets this requirement, the Debtors have analyzed the abilities of each of FWE I, FWE III, and NewCo and its subsidiaries, including the Credit Bid Purchaser, to meet their respective obligations under the Plan.

#### **(a) FWE I**

The Debtors believe that FWE I will have sufficient funds and resources to meet, or otherwise satisfy, its obligations under the Plan going forward. As discussed above, the Debtors will capitalize FWE I on the Effective Date with \$50 million minus the accrual of post-petition decommissioning spend by the Debtors on the Legacy Apache Properties, which the Debtors project shall be approximately \$24 million. Additional funds will be available post-Effective Date through cash flows generated from operations of the Legacy Apache Properties, which the Debtors project will produce approximately 25,000 barrels of oil equivalent per day, and through loans of up to \$400 million to be provided by Apache in accordance with the terms and conditions of the Standby Credit Facility Documents to be used by FWE I to perform P&A Obligations. Additionally, under the Decommissioning Agreement, separate security has previously been

provided to Apache to secure P&A Obligations associated with the Apache Legacy Properties, including approximately \$238 million in funds in Trust A and approximately \$498 million in letters of credit and surety bonds (payable in accordance with their terms and conditions). As set detailed in Exhibit N, Houlihan Lokey estimated the enterprise value of FWE I to be approximately negative \$220 million to positive \$170 million, with a mid-point of negative \$30 million.

Based on the Debtors' estimate of approximately \$965 million to \$1.16 billion in total FWE I Obligations, including all P&A Obligations associated with the Legacy Apache Properties, and the funds and resources described above, the Debtors believe that the Plan provides the ability for FWE I to meet, or otherwise satisfy, its obligations under the Plan.

(b) **FWE III**

The Debtors further believe that FWE III will have sufficient funds to meet its obligations under the Plan. FWE III will be capitalized with approximately \$27 million of capital through a combination of approximately (i) \$5-15 million of cash on hand and (ii) \$12-22 million in future cash commitments from the Credit Bid Purchaser, which the Debtors believe will provide the Plan Administrator with adequate funding to implement the Plan, operate the FWE III Assets, and satisfy the FWE III Obligations, including the P&A Obligations associated with the FWE III Assets and wind down costs. Moreover, an additional \$12 million in outstanding security provided by surety bonds will be available to backstop any of the FWE III Obligations (in accordance with the terms and conditions of such bonds). In addition, the Plan Administrator will engage the services of Credit Bid Purchaser to leverage its staff's extensive experience managing P&A and decommissioning work to efficiently and safely complete FWE III's P&A obligations.

Therefore, based on Houlihan Lokey's estimated asset value of FWE III of approximately negative \$28 million (at the midpoint), as detailed in Exhibit N, the Debtors believe that FWE III is sufficiently capitalized to satisfy all of its obligations.

(c) **Credit Bid Purchaser**

The Debtors believe that the Credit Bid Purchaser will have sufficient funds to meet its obligations under the Plan, including those obligations related to the Credit Bid Acquired Interests. The Debtors submit that the Credit Bid Purchaser can provide adequate assurance of future performance under the assumed executory contracts and unexpired leases. If the Plan is confirmed, the Credit Bid Purchaser will acquire specified Deepwater Assets and Shelf Assets with a significantly de-levered balance sheet and reduction in annual debt service obligations. Based on the Debtors' projected cash on hand on the Effective Date, the Debtors estimate that Credit Bid Purchaser will have up to \$304 million in funded debt, composed of approximately \$119 million from the First Lien Exit Facility and up to \$185 million from the Second Lien Exit Facility. In addition, the Credit Bid Purchaser is anticipated to raise \$40 million through the Equity Rights Offerings on the Effective Date. Of the estimated up to \$225 million of new money that the Credit Bid Purchaser is anticipated to raise, up to \$120 million will be used to capitalize the Credit Bid Purchaser's balance sheet, and the remainder will be used to fund the cash portion of the Credit Bid Consideration.

The Debtors have also prepared the consolidated financial projections for the Credit Bid Purchaser (the “**Financial Projections**”) for the fiscal years 2021 through 2025 (the “**Projection Period**”). The Financial Projections, and the assumptions on which they are based, are attached hereto as **Exhibit O**.

Accordingly, the Debtors believe that the Plan is not likely to be followed by liquidation or the need for further reorganization.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or Financial Projections to parties in interest after the Confirmation Date. In connection with the planning and development of the Plan, the Financial Projections were prepared by the Debtors, with the assistance of their professionals, to present the anticipated impact of the Plan. The Financial Projections assume that the Plan will be implemented in accordance with its stated terms. The Financial Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, oil and natural gas prices, expectations regarding future commodity prices, the level of activity of oil and natural gas exploration, development, and production domestically and internationally, demand for drilling services, competition and supply of competing rigs, changes in the political environment of the countries in which the Debtors operate, regulatory changes, and a variety of other factors. Consequently, the estimates and assumptions underlying the Financial Projections are inherently uncertain and are subject to material business, economic, and other uncertainties. Therefore, such Financial Projections, estimates, and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement, the Plan, and the Plan Supplement, in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto).

#### **4. Valuation**

The Debtors and Houlihan believe that the valuation of Credit Bid Purchaser implied by the Credit Bid Transaction is currently the best measure of fair market value for the assets and associated liabilities included in the Credit Bid Transaction given, among other reasons, (i) the robust M&A Process conducted by Houlihan and (ii) the terms of the Credit Bid Transaction are the result of good faith, arm’s length, and comprehensive negotiations between the Debtors and the Consenting FLTL Lenders and their respective financial and legal advisors based on in-depth due diligence and a determination of the value maximizing development, production and operation of the assets included in the Credit Bid Transaction. Notwithstanding the foregoing, Houlihan has prepared a valuation analysis of NewCo, which is attached hereto as **Exhibit N**.

**XII.**  
**ALTERNATIVES TO CONFIRMATION**  
**AND CONSUMMATION OF PLAN**

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are: (A) the preparation and presentation of an alternative reorganization; (B) a sale of some or all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code; or (C) a liquidation under chapter 7 of the Bankruptcy Code.

***A. Alternative Plan of Reorganization***

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve either: (a) a reorganization and continuation of the Debtors' business or (b) an orderly liquidation of their assets. The Debtors, however, believe that the Plan, as described herein, enables their creditors to realize the most value under the circumstances.

***B. Sale under Section 363 of the Bankruptcy Code***

Upon the Toggle Event, the Debtors intend to seek from the Bankruptcy Court, after notice and hearing, authorization to sell their assets to the Credit Bid Purchaser pursuant to section 363 of the Bankruptcy Code. Upon analysis and consideration of this alternative, the Debtors do not believe that a standalone sale of their assets pursuant to section 363 of the Bankruptcy Code would yield a higher recovery for the holders of Claims and Interests under the Plan.

***C. Liquidation Under Chapter 7 of Bankruptcy Code***

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and Interests is set forth in the Liquidation Analysis attached hereto as **Exhibit M**.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of, among other things, the delay resulting from the conversion of the Chapter 11 Cases, the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Chapter 11 Cases, and the loss in value attributable to an expeditious liquidation of the Debtors' assets as required by chapter 7.



**XIII.**  
**CONCLUSION AND RECOMMENDATION**

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in Classes 1, 3, 4, 5, 6A, and 6B to vote in favor thereof.

*[Remainder of Page Intentionally Left Blank]*

Dated: April 9, 2021  
Houston, Texas

Respectfully submitted,

**FIELDWOOD ENERGY LLC**

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

**FIELDWOOD ENERGY INC.**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

**FIELDWOOD ENERGY OFFSHORE LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

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**FIELDWOOD ONSHORE LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**FIELDWOOD SD OFFSHORE LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

*[Signature Page to Disclosure Statement for Fourth Amended Joint  
Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated  
Debtors]*

**FIELDWOOD OFFSHORE LLC**

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

**DYNAMIC OFFSHORE RESOURCES NS, LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**FW GOM PIPELINE, INC.**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**GOM SHELF LLC**

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., it managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

**BANDON OIL AND GAS GP, LLC**

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

*[Signature Page to Disclosure Statement for Fourth Amended Joint  
Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated  
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**BANDON OIL AND GAS, LP**

By: Bandon Oil and Gas, LLC, its general partner

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

**FIELDWOOD ENERGY SP LLC**

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Name: Thomas R. Lamme

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**GALVESTON BAY PIPELINE LLC**

By: Fieldwood Onshore LLC, its managing member

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Name: Thomas R. Lamme

Title: Vice President

**GALVESTON BAY PROCESSING LLC**

By: Fieldwood Onshore LLC, its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

*[Signature Page to Disclosure Statement for Fourth Amended Joint  
Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated  
Debtors]*

**Exhibit A**  
**Plan**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>  <b>FIELDWOOD ENERGY LLC, <i>et al.</i>,</b>  <b>Debtors.<sup>1</sup></b>	§ § § § § §	<b>Chapter 11</b>  <b>Case No. 20-33948 (MI)</b>  <b>(Jointly Administered)</b>
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**FOURTH AMENDED JOINT CHAPTER 11 PLAN OF  
FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

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*Attorneys for Debtors  
and Debtors in Possession*

Dated: April 9, 2021  
Houston, Texas

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.



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Each of Fieldwood Energy LLC; Fieldwood Energy Inc.; Dynamic Offshore Resources NS, LLC; Fieldwood Energy Offshore LLC; Fieldwood Onshore LLC; Fieldwood SD Offshore LLC; Fieldwood Offshore LLC; FW GOM Pipeline, Inc.; GOM Shelf LLC; Bandon Oil and Gas GP, LLC; Bandon Oil and Gas, LP; Fieldwood Energy SP LLC; Galveston Bay Pipeline LLC; and Galveston Bay Processing LLC (each, a “**Debtor**” and collectively, the “**Debtors**”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.1 below.

## **ARTICLE I. DEFINITIONS AND INTERPRETATION.**

### **1.1 Definitions.**

The following terms shall have the respective meanings specified below:

**363 Credit Bid Transaction** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement in accordance with Section 5.2(c) of this Plan.

**Abandoned Properties** means the Debtors’ rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties (as amended, supplemented, or otherwise modified from time to time).

**Accepting Class** means a class of Claims or Interests that votes to accept this Plan in accordance with section 1126 of the Bankruptcy Code.

**Ad Hoc Group of Secured Lenders** means the ad hoc group of holders of Prepetition FLTL Loans and Prepetition SLTL Loans that is represented by the Ad Hoc Group of Secured Lenders Advisors.

**Ad Hoc Group of Secured Lenders Advisors** means Davis Polk & Wardwell LLP, Haynes and Boone LLP, Gordon, Arata, Montgomery, Barnett, McCollam, Duplantis & Eagan, LLC, Rothschild & Co US Inc. and Intrepid Financial Partners, LLC and any local or foreign advisors.

**Ad Hoc Group of Prepetition SLTL Lenders** means that certain ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of Prepetition SLTL Advisors.

**Ad Hoc Group of Prepetition SLTL Lenders Advisors** means only Kasowitz Benson Torres LLP.

***Additional Predecessor Agreement*** means any consensual agreement that the Debtors may enter into prior to the Confirmation Date with any entity or entities in the chain of title, co-working interest owner(s), or other related party for any of the Abandoned Properties.

***Additional Predecessor Agreement Documents*** means any agreements or documents contemplated by and necessary to the consummation of an Additional Predecessor Agreement.

***Administrative Expense Claim*** means any Claim constituting a cost or expense of administration incurred during the Chapter 11 Cases of a kind specified under section 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code (other than DIP Claims and Postpetition Hedge Claims), including (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, or commissions for services and payments for goods and other services and leased premises), and (b) Fee Claims.

***Allowed*** means, with respect to any Claim against or Interest in a Debtor, (a) (i) that is timely filed by the bar dates established in the Chapter 11 Cases, or (ii) as to which there exists no requirement for the holder of a Claim to file such Claim under the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order, (b) (i) that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and (ii) for which no contrary proof of claim has been timely filed, or (c) allowed under the Plan or by a Final Order (including the DIP Order). With respect to any Claim described in clause (a) above, such Claim will be considered allowed only if, and to the extent that, (A) no objection to the allowance of such Claim has been asserted, or may be asserted, on or before the time period set forth in the Plan, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed and not withdrawn within the applicable period fixed by the Plan or applicable law, (B) an objection to such Claim is asserted and such Claim is subsequently allowed pursuant to a Final Order, (C) such Claim is settled pursuant to an order of the Bankruptcy Court, or (D) such Claim is allowed pursuant to the Plan or any agreements related thereto and such allowance is approved and authorized by the Bankruptcy Court; *provided, however*, that notwithstanding the foregoing, the Post-Effective Date Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise unimpaired pursuant to the Plan. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

***Amended Organizational Documents*** means the certificates of incorporation, certificates of formation, bylaws, limited liability company agreements, stockholders agreement, and the operating agreements or other similar organizational or formation documents, as applicable, of the Post-Effective Date Debtors.

***Apache*** means Apache Corporation.



***Apache Definitive Documents*** has the meaning set forth in the Apache Implementation Agreement.

***Apache Fees and Expenses*** has the meaning set forth in the Apache Implementation Agreement.

***Apache Implementation Agreement*** means that certain Implementation Agreement, dated January 1, 2021, by and among Debtor Fieldwood Energy LLC and Debtor GOM Shelf LLC, on the one hand, and the Apache PSA Parties on the other hand, as may be amended, restated, or otherwise modified pursuant to the terms thereof; *provided* that such amendment, restatement, or other modification is reasonably acceptable to the Debtors, the Apache PSA Parties, the Required DIP Lenders and Requisite FLTL Lenders.

***Apache Implementation Costs*** has the meaning ascribed to “Implementation Costs” in the Apache Implementation Agreement.

***Apache PSA Parties*** means, collectively, Apache, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.

***Apache Term Sheet*** has the meaning set forth in the Restructuring Support Agreement.

***Asset*** means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature (including real, personal, mixed, intellectual, tangible, and intangible property).

***Assumption Dispute*** means an unresolved objection regarding assumption or assumption and assignment of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, including objections based on the appropriate Cure Amount or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code).

***Avoidance Actions*** means all claims and causes of action that may be commenced by or on behalf of the Debtors pursuant to sections 544, 545, 547, 548, 549, 550 and 551 of the Bankruptcy Code or similar nonbankruptcy law, including similar or related state or federal statute and common law.

***Backstop Commitment Premium Equity Interests*** means the Second Lien Backstop Commitment Premium Equity Interests, the FLTL ERO Backstop Commitment Premium Equity Interests, and the SLTL ERO Backstop Commitment Premium Equity Interests.

***Bankruptcy Code*** means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time, as applicable to these Chapter 11 Cases.

***Bankruptcy Court*** means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or the Bankruptcy Court

is determined not to have authority to enter a Final Order on an issue, the District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

**Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the Supreme Court of the United States under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

**Business Day** means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

**Cash** means legal tender of the United States of America.

**Cause of Action** means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). For the avoidance of doubt, Cause of Action also includes (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code (including claims and causes of action arising under section 544, 545, 547, 548, 549, 550, and 551 of the Bankruptcy Code), (d) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer or preferential transfer claim.

**Chapter 11 Case(s)** means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code.

**Claim** means a "claim," as defined in section 101(5) of the Bankruptcy Code, against any Debtor.

**Claims Reserve** means one or more segregated accounts not subject to the Liens of the Prepetition Agents or DIP Agent, which shall be established on or immediately before the Effective Date and funded on the Effective Date with Cash to pay (or reserve for payment of) any (i) Allowed Administrative Expense Claims, (ii) Allowed Priority Tax Claims, (iii) Allowed Priority Non-Tax Claims, (iv) Allowed Other Secured Claims, (v) Allowed Unsecured Trade Claims, and (vi) Cure Amounts; *provided, however*, that all Cash remaining in the Claims Reserve after payment of all relevant Allowed Claims and Cure Amounts in accordance with the terms of this Plan shall constitute Residual Distributable Value; *provided further* that the funding

of the Claims Reserve shall be consistent with the terms of the Second Lien Backstop Commitment Letter.

***Claims Reserve Amount*** means the aggregate amount of Cash, as determined by the Debtors with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Creditors' Committee solely with respect to the amount of the Claims Reserve on account of Allowed Unsecured Trade Claims, necessary to satisfy all (a) Allowed Administrative Expense Claims, (b) Allowed Priority Tax Claims, (c) Allowed Priority Non-Tax Claims, (d) Allowed Other Secured Claims, (e) Allowed Unsecured Trade Claims, and (f) Cure Amounts, which aggregate amount shall be funded into the Claims Reserve on the Effective Date.

***Class*** means any group of Claims or Interests classified under the Plan pursuant to section 1122 and 1123(a)(1) of the Bankruptcy Code.

***Collateral*** means any Asset of an Estate that is subject to a Lien securing the payment or performance of a Claim, which Lien is not invalid, is properly perfected as of the Petition Date, and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law.

***Confirmation Date*** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

***Confirmation Hearing*** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

***Confirmation Order*** means the order of the Bankruptcy Court, in form and substance acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Prepetition FLFO Administrative Agent, and the Creditors' Committee, confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

***Confirmation Outside Date*** means June 16, 2021 or such later date as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

***Consenting Creditors*** means the Prepetition FLTL Lenders, together with their respective successors and permitted assigns, and the Prepetition SLTL Lenders, together with their respective successors and permitted assigns, that are party to, or have executed a joinder to, the Restructuring Support Agreement.

***Credit Bid Acquired Interests*** has the meaning ascribed to "Acquired Interests" set forth in the Credit Bid Purchase Agreement.

***Credit Bid Assumed Liabilities*** has the meaning ascribed to "Assumed Liabilities" set forth in the Credit Bid Purchase Agreement.

***Credit Bid Consent Rights*** means any right of consent, notice, and other similar rights, if any, that are applicable to the sale of the Credit Bid Acquired Interests in connection with the Credit Bid Purchase Agreement.

***Credit Bid Permitted Encumbrances*** has the meaning ascribed to “Permitted Encumbrances” set forth in the Credit Bid Purchase Agreement.

***Credit Bid Purchase Agreement*** means that certain Purchase and Sale Agreement, by and between Fieldwood Energy LLC, the other seller parties, and the Credit Bid Purchaser and NewCo, together with any and all related agreements, annexes, exhibits and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time, which shall be in form and substance acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders; *provided* that any modifications to the Credit Bid Purchase Agreement from the version attached to the draft of the Disclosure Statement at Docket No. 1022 shall require the consent of the Prepetition FLFO Administrative Agent (not to be unreasonably withheld with respect to the following clauses (b) and (e)) to the extent that such modification (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the draft of the Disclosure Statement at Docket No. 1022 that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders.

***Credit Bid Purchaser*** means [●], a newly formed special purpose bidding entity, as purchaser of certain of the Debtors’ assets pursuant to and in accordance with the Credit Bid Purchase Agreement.

***Credit Bid Preferential Purchase Rights*** has the meaning ascribed to “Preferential Right” set forth in the Credit Bid Purchase Agreement.

***Credit Bid Transaction*** means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.

***Credit Bid Transaction Closing*** means “Closing” as defined in the Credit Bid Purchase Agreement.

***Creditors’ Committee*** means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code as it may be reconstituted from time to time.

***Cure Amount*** means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease

and (b) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

**Cure Notice** means the notice of proposed Cure Amount to be paid in connection with an executory contract or unexpired lease of the Debtors that may be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which shall include (a) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (b) any Cure Amount to be paid in connection therewith, and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

**D&O Policy** means any insurance policy, including tail insurance policies, for directors', members', trustees', and officers' liability providing coverage to the Debtors and in effect or purchased as of the Petition Date.

**Debtor(s)** has the meaning set forth in the introductory paragraph of the Plan.

**Debtor in Possession** means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

**Decommissioning Agreement** means that Decommissioning Agreement, dated as of September 30, 2013, by and among the Apache PSA Parties, Fieldwood Energy LLC, and the other parties thereto.

**Decommissioning Security** has the meaning set forth in the Apache Implementation Agreement.

**Definitive Documents** has the meaning set forth in the Restructuring Support Agreement.

**DIP Agent** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the DIP Facility Credit Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Facility Credit Agreement.

**DIP Claim** means any Claim held by the DIP Lenders or the DIP Agent arising under or relating to the DIP Facility Credit Agreement or the DIP Order, including any and all fees, interests, and accrued but unpaid interest and fees arising under the DIP Facility Credit Agreement.

**DIP Documents** has the meaning set forth in the DIP Order.

**DIP Facility** means the postpetition senior secured debtor-in-possession term loan credit facility approved by the DIP Order.

**DIP Facility Credit Agreement** means the credit agreement governing the terms of the DIP Facility, dated as of August 24, 2020, by and among Fieldwood Energy LLC, as borrower, FWE Parent, as holdings, the DIP Agent, and the DIP Lenders, with any amendments,

restatements, amendments and restatements, modifications or supplements thereto as permitted by the DIP Order.

**DIP Lenders** means the lenders from time to time party to the DIP Facility Credit Agreement.

**DIP Order** means the *Final Order (I) Authorizing Debtors (A) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, 364 and 507(b)* [Docket No. 346], authorizing the Debtors to enter into the DIP Facility Credit Agreement and access the DIP Facility, as may be amended, supplemented or modified from time to time.

**Disclosure Statement** means the disclosure statement in support of the Plan, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, (ii) reasonably acceptable to the Creditors' Committee solely for matters relating to the treatment of holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) reasonably acceptable to the Prepetition FLFO Administrative Agent, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such disclosure statement.

**Disputed** means, with respect to a Claim, (a) any Claim, which Claim is disputed under this Plan (including pursuant to section 7.1 of this Plan) or otherwise or as to which the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order; (b) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed; (c) any Claim that is listed in the Schedules, if any are filed, as unliquidated, contingent, disputed or undetermined, and as to which no request for payment or proof of claim has been filed; or (d) any Claim that is otherwise disputed by any of the Debtors or the Post-Effective Date Debtors in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent the Debtors dispute only the amount of a Claim, such Claim shall be deemed Allowed in the amount the Debtors do not dispute, if any, and Disputed as to the balance of such Claim.

**Distribution Date** means the date or dates, including the Initial Distribution Date, as determined by the Plan Administrator in accordance with the terms of this Plan, on which the Plan Administrator makes a Distribution to holders of Allowed Claims.

**Distribution Record Date** means, except as otherwise provided in the Plan, the date that is two business days before the Effective Date or such other date as is designated by the Debtors with the consent of the Requisite FLTL Lenders and the Required DIP Lenders.

**Divisive Merger** means a divisive merger pursuant to Sections 10.001, 10.002, 10.008 and 10.302 of the Texas Business Organizations Code.



**Effective Date** means the date which is the first Business Day on which (a) all conditions to the effectiveness of the Plan set forth in Section 9.1 of the Plan have been satisfied or waived in accordance with the terms of the Plan, and (b) no stay of the Confirmation Order is in effect.

**Entity** means an “entity,” as defined in section 101(15) of the Bankruptcy Code.

**Equity Rights Offerings** means, collectively, the FLTL Equity Rights Offering and the SLTL Equity Rights Offering.

**ERO Backstop Agreements** means, collectively, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

**ERO Backstop Parties** means, collectively, the FLTL ERO Backstop Parties and the SLTL ERO Backstop Parties.

**Estate(s)** means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

**Exculpated Parties** means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Prepetition FLFO Secured Parties, (f) the Consenting Creditors, (g) the Prepetition FLFO Collateral Agent, (h) the Prepetition FLTL Agents, (i) the Prepetition SLTL Agent, (j) the Creditors’ Committee and the current and former members of the Creditors’ Committee (solely in their capacities as such), (k) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (l) the Exit Facility Agents, (m) the Exit Facility Lenders, (n) the Second Lien Backstop Parties, (o) the ERO Backstop Parties, (p) the Apache PSA Parties, and (q) with respect to each of the foregoing Persons in clauses (a) through (p) each of their current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons’ respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

**Existing Equity Interests** means shares of common stock of FWE Parent that existed immediately before the Effective Date.

**Exit Facilities** means the First Lien Exit Facility and the Second Lien Exit Facility.

***Exit Facility Agents*** means the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent.

***Exit Facility Documents*** means the First Lien Exit Facility Documents and the Second Lien Exit Facility Documents.

***Exit Facility Lenders*** means the First Lien Exit Facility Lenders and the Second Lien Exit Facility Lenders.

***Fee Claim*** means a Claim for professional services rendered or costs incurred on or after the Petition Date through the Effective Date by Professional Persons retained by an order of the Bankruptcy Court pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

***Fieldwood U.A. Interests*** has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

***Final Order*** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

***First Lien Exit Facility*** means the facility under the First Lien Exit Facility Credit Agreement.

***First Lien Exit Facility Agent*** means the administrative agent under the First Lien Exit Facility Credit Agreement.

***First Lien Exit Facility Commitment Letter*** means that certain commitment letter, in form and substance acceptable to the Required DIP Lenders, the Requisite FLTL Lenders, the Debtors, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC and the First Lien Exit Facility Agent, as may be amended, supplemented, or modified from time to time, pursuant and subject to the terms thereof, pursuant to which, among other things, GS Bank (as defined therein) agreed to act as the sole arranger, administrative agent and collateral agent in connection with the First Lien Exit Facility and to commit to provide First Lien Exit Facility in accordance with the terms and conditions set forth therein.

***First Lien Exit Facility Credit Agreement*** means that certain credit agreement to be entered by the Credit Bid Purchaser, the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders on the Effective Date that shall govern the First Lien Exit Facility which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the First Lien Exit Facility Term Sheet and otherwise be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

***First Lien Exit Facility Documents*** means, collectively, the First Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be in form and substance acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

***First Lien Exit Facility Lenders*** means the lenders party to the First Lien Exit Facility Credit Agreement.

***First Lien Exit Facility Term Sheet*** means a term sheet attached to the First Lien Exit Facility Commitment Letter and to be attached to the Disclosure Statement, as may be amended, supplemented or modified from time to time with the consent of the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

***FLFO Claims*** means all Claims arising from or based upon the Prepetition FLFO Credit Agreement.

***FLFO Claims Allowed Amount*** means the aggregate principal amount of \$138,599,082.31 plus any accrued and unpaid interest (accruing at the default rate to the extent provided under the Prepetition FLFO Credit Agreement), fees, costs, and other expenses arising under, and payable pursuant to, the Prepetition FLFO Credit Agreement on or before the Effective Date, which shall not be subject to any avoidance, reduction, setoff, offset, recharacterization, subordination, counterclaims, cross claims, defenses, disallowance, impairments, or any other challenges under applicable law or regulation by any Entity. Notwithstanding the foregoing, on the Effective Date any amount accrued pursuant to Section 2.08(b) of the Prepetition FLFO Credit Agreement and any amounts accrued in respect of Yield Maintenance Premium or any Prepayment Fee (each as defined in the Prepetition FLFO Credit Agreement), if any, shall be deemed discharged, released, and waived by all holders of Allowed FLFO Claims and the FLFO Claims Allowed Amount shall not be increased on account of such amounts as a result of such discharge, release, and waiver.

***FLFO Distribution Amount*** means Cash in the amount of the FLFO Claims Allowed Amount less the initial aggregate principal amount of the First Lien Exit Facility, as set forth in the First Lien Exit Facility Commitment Letter.

***FLTL Claims*** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition FLTL Credit Agreement.

***FLTL Claims Allowed Amount*** means \$1,142,688,815.28 in principal plus any accrued but unpaid interest or fees due under the Prepetition FLTL Credit Agreement as of the Petition Date.

***FLTL Deficiency Claim*** means any FLTL Claim or portion thereof that is not Secured, if any.

***FLTL Equity Rights Offering*** means that certain rights offering pursuant to which each holder of Allowed FLTL Claims is entitled to receive FLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the FLTL Equity Rights Offering Amount in accordance with the FLTL Equity Rights Offering Procedures, the terms and conditions of which shall be (i) acceptable to the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, and (iii) reasonably acceptable to the Requisite SLTL Lenders solely to the extent that it directly and adversely impacts the holders of Allowed SLTL Claims.

***FLTL Equity Rights Offering Amount*** means \$20,000,000.

***FLTL Equity Rights Offering Procedures*** means the procedures for the implementation of the FLTL Equity Rights Offering to be approved by the Bankruptcy Court.

***FLTL ERO Backstop Agreement*** means that certain [Equity Backstop Commitment Agreement], in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the FLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the FLTL ERO Backstop Parties agreed to, among other things, backstop the FLTL Equity Rights Offering with the terms and conditions set forth therein.

***[FLTL ERO Backstop Commitment Percentage]*** has the meaning set forth in the FLTL ERO Backstop Agreement.]

***[FLTL ERO Backstop Commitment Premium]*** means a premium equal to 8% of the FLTL Equity Rights Offering Amount payable to the FLTL ERO Backstop Parties with the FLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the FLTL ERO Backstop Agreement.]

***[FLTL ERO Backstop Commitment Premium Equity Interests]*** means an amount of New Equity Interests equal to the value of the FLTL ERO Backstop Commitment Premium as further set forth in the FLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

**FLTL ERO Backstop Parties** means those parties that agree to backstop the FLTL Equity Rights Offering pursuant to the FLTL ERO Backstop Agreement, each in its respective capacity as such.

**FLTL Subscription Rights** means the subscription right to acquire New Equity Interests with an aggregate value equal to the FLTL Rights Offering Amount offered in accordance with the FLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

[**FLTL Unsubscribed Shares** has the meaning set forth in the FLTL ERO Backstop Agreement].

**FWE I** means an entity formed on the Effective Date by a Divisive Merger under the name Fieldwood Energy I LLC pursuant to the Initial Plan of Merger.

**FWE I LLC Agreement** means the limited liability company agreement of FWE I, which shall be in substantially the form attached to the Apache Implementation Agreement.

**FWE I Assets** has the meaning set forth in the Initial Plan of Merger.

**FWE I Obligations** has the meaning set forth in the Initial Plan of Merger.

**FWE I Sole Manager** has the meaning ascribed to the term “Sole Manager” in the FWE I LLC Agreement, and shall include the sole manager appointed to FWE I upon the Effective Date and any successor thereto.

**FWE III** means the surviving entity under the name Fieldwood Energy III LLC following a Divisive Merger pursuant to the Initial Plan of Merger.

**FWE III LLC Agreement** means the limited liability company agreement of FWE III, a form of which shall be included in the Plan Supplement.

**FWE III Assets** has the meaning set forth in the Initial Plan of Merger, as such meaning may be modified by any Plan of Merger, other than the Initial Plan of Merger.

**FWE III Obligations** has the meaning set forth in the Initial Plan of Merger, as such meaning may be modified by any Plan of Merger, other than the Initial Plan of Merger.

**FWE Additional Entity** means any entity, other than FWE I and FWE III, formed on the Effective Date by a Divisive Merger involving FWE III (but not FWE I) pursuant to a Plan of Merger.

**FWE Assets** means, collectively, the FWE I Assets, FWE III Assets, and any assets allocated to an FWE Additional Entity from FWE III.

**FWE Parent** means Debtor Fieldwood Energy Inc.

**General Unsecured Claim** means any Claim against a Debtor, other than a DIP Claim, Postpetition Hedge Claim, Administrative Expense Claim (including a Fee Claim), FLFO Claim, FLTL Claim, SLTL Claim, Other Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, Unsecured Trade Claim, Subordinated Securities Claim, or Intercompany Claim that is not entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court. For the avoidance of doubt, General Unsecured Claims shall not include FLTL Deficiency Claims or SLTL Deficiency Claims.

**GUC Warrant Agreement** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the GUC Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Requisite SLTL Lenders and the Creditors' Committee and which shall contain provisions as favorable as the provisions in the SLTL Tranche 1 Warrant Agreement or SLTL Tranche 2 Warrant Agreement.

**GUC Warrants** means 8-year warrants for 3.5% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and SLTL Tranche 1 Warrants, but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the GUC Warrant Agreement; *provided*, that if the SLTL Tranche 2 Warrants are exercised, the GUC Warrants shall be subject to adjustment or true-up as necessary to retain such percentage after giving effect to the exercise of the SLTL Tranche 2 Warrants.

**Governmental Unit** has the meaning set forth in section 101(27) of the Bankruptcy Code.

**Impaired** means, with respect to a Claim, Interest, or a Class of Claims or Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

**Indemnification Obligation** means any existing or future obligation of any Debtor to indemnify current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, the Debtors' respective memoranda, articles or certificates of incorporation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect as of the Effective Date.

**Initial Distribution** means the first Distribution that the Plan Administrator makes to holders of Allowed Claims.



**Initial Distribution Date** means the date on which the Plan Administrator shall make the Initial Distribution, which shall not be less than five Business Days after the Effective Date.

**Initial Plan of Merger** means any Divisive Merger(s) to be effectuated pursuant to that certain Agreement and Plan of Merger, which shall be in substantially the form attached to the Apache Implementation Agreement.

**Intercompany Claim** means any Claim against a Debtor held by another Debtor.

**Intercompany Interest** means an Interest in a Debtor other than any Existing Equity Interest.

**Interest** means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in any Debtor (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in such Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated “stock” or a similar security.

**Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

**Management Incentive Plan** means the post-Effective Date management incentive plan of NewCo which shall provide for [up to] 10% of New Equity Interests on a fully diluted basis or other equity or similar interests in NewCo to be reserved for directors, managers, officers, and employees of NewCo or a subsidiary of NewCo (including the Credit Bid Purchaser) to be distributed on terms to be determined by the board of directors of NewCo.

**New Equity Interests** means the equity interests of NewCo to be issued (i) on the Effective Date (including the Backstop Commitment Premium Equity Interests and upon the exercise of the Subscription Rights), (ii) upon exercise of the New Money Warrants, the SLTL Warrants, or the GUC Warrants, (iii) under the Management Incentive Plan, or (iv) on or after the Effective Date as otherwise permitted pursuant to the NewCo Organizational Documents.

**New Intercreditor Agreement** means that certain Intercreditor Agreement, to be dated as of the Effective Date, by and among the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent and the Credit Bid Purchaser, the form of which shall be contained in the Plan Supplement, acceptable to the Prepetition FLFO Administrative Agent, the First Lien Exit Facility Agent, the Requisite FLFO Lenders, the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**NewCo** means [•], which is the direct or indirect owner of 100% of the equity interests of the Credit Bid Purchaser.

**NewCo Entities** means, collectively, NewCo and each of its direct and indirect subsidiaries.

***NewCo Organizational Documents*** means the form of certificate of formation, limited liability company agreement, agreement of limited partnership, articles of incorporation, bylaws, trust agreements, or such other applicable formation documents of the NewCo and any of its subsidiaries, including any shareholders' or stockholders' agreement, which shall be (i) acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders and (ii) (a) if NewCo or any of its subsidiaries are to be formed in a jurisdiction outside of the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent or (b) if NewCo or any of its subsidiaries are to be formed in a jurisdiction within the United States, reasonably acceptable to the Prepetition FLFO Administrative Agent solely to the extent that it directly and adversely impacts the holders of Allowed FLFO Claims or First Lien Exit Facility Lenders.

***New Money Consideration*** means, in the aggregate, the amount of Cash provided to the Debtors by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.

***New Money Investment*** means the investment of up to \$85 million in Cash into Credit Bid Purchaser by the New Money Second Lien Exit Facility Lenders in connection with, and upon consummation of, the Second Lien Exit Facility, subject to the terms of the Second Lien Backstop Commitment Letter.

***New Money Second Lien Exit Facility Lenders*** means the lenders party to the Second Lien Exit Facility Credit Agreement participating in the New Money Investment.

***New Money Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the New Money Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders and Requisite FLTL Lenders.

***New Money Warrants*** means 7-year warrants for up to 24% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the Subscription Rights, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Warrants and GUC Warrants and any New Equity Interest issuable pursuant to the Management Incentive Plan), with a strike price of \$0.01, the terms of which shall be set forth in the New Money Warrant Agreement and which shall be issued and allocated in a manner consistent with the Second Lien Backstop Commitment Letter.

***Other Secured Claim*** means any Secured Claim against a Debtor other than a Priority Tax Claim, FLFO Claim, FLTL Claim, and SLTL Claim.

***Person*** means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code), or other Entity.

***Petition Date*** means, with respect to a Debtor, the date on which such Debtor commenced its Chapter 11 Case.

**Plan** means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

**Plan Administrator** means a person or entity selected by the Creditors' Committee, subject to the consent of the Debtors, Required DIP Lenders, and Requisite FLTL Lenders, with such consent not to be unreasonably withheld, that is charged with overseeing the tasks outlined in Section 5.9 of this Plan, or any successor thereto. The identity of the Plan Administrator shall be disclosed to the Bankruptcy Court before the Confirmation Hearing.

**Plan Administrator Agreement** means an agreement setting forth the economic arrangement and terms pursuant to which the Plan Administrator will perform its duties under this Plan.

**Plan Administrator Expense Reserve** means a segregated account not subject to the Liens of the Prepetition Agents or DIP Agent established by the Plan Administrator in accordance with Section 5.15 of this Plan.

**Plan Administrator Expense Reserve Amount** means Cash in an amount equal to \$8,000,000 to be funded into the Plan Administrator Expense Reserve on the Effective Date.

**Plan Distribution** means any initial or periodic payment or transfer of consideration to holders of Allowed Claims made under the Plan.

**Plan of Merger** means, collectively, (a) the Initial Plan of Merger and (b) any Divisive Merger(s) involving any Debtor or any successor to any Debtor (including FWE III but excluding FWE I) to be effectuated on the Effective Date subsequent to the effective time of the Initial Plan of Merger.

**Plan of Merger Consent Rights** means any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of assets in connection with the Plan of Merger.

**Plan of Merger Preferential Purchase Rights** means any preferential right to purchase, right of first refusal, right of first offer, drag-along rights, tag-along rights, and similar right the operation of which is triggered by the vesting of the FWE Assets in connection with the Plan of Merger.

**Plan Settlement** means the settlement of certain Claims and controversies pursuant to Section 5.1 of the Plan.

**Plan Supplement** means a supplement or supplements to the Plan containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the Plan, which shall include: (a) the Amended Organizational Documents (if any), (b) information regarding the sole manager and independent director to be appointed at FWE I to the extent known and determined and other information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, (c) a schedule of retained Causes of

Action, (d) the Schedule of Assumed Contracts, (e) the Plan Administrator Agreement; (f) the Credit Bid Purchase Agreement; (g) the NewCo Organizational Documents; (h) the Apache Definitive Documents; (i) the First Lien Exit Facility Agreement; (j) the Second Lien Exit Facility Agreement; (k) the New Intercreditor Agreement; (l) the New Money Warrant Agreements; (m) the GUC Warrant Agreement; and (n) any Additional Predecessor Agreement; *provided, however*, that the Debtors shall have the right to amend documents contained in, and exhibits thereto, the Plan Supplement in accordance with the terms of this Plan and the Restructuring Support Agreement (including the consent rights set forth therein).

***Postpetition Hedging Agreements*** has the meaning set forth in that certain *Emergency Order (I) Authorizing Debtors to (A) Enter Into and Perform Under New Postpetition Hedging Agreements and (B) Grant Related Liens and Superiority Claims, (II) Modifying Automatic Stay, and (III) Granting Related Relief* entered on August 24, 2020 (ECF No. 242).

***Postpetition Hedge Claim*** means a Claim arising pursuant to any Postpetition Hedging Agreement.

***Post-Effective Date Debtors*** means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, including FWE III and any FWE Additional Entities solely to the extent consistent with the applicable Additional Predecessor Agreement Document. For the avoidance of doubt, the Post-Effective Date Debtors does not include NewCo or its subsidiaries (including the Credit Bid Purchaser), or FWE I.

***Post-Effective Date FWE Parent*** means FWE Parent, as reorganized on the Effective Date in accordance with this Plan.

***Prepetition Agents*** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, Prepetition FLTL Subagent, and the Prepetition SLTL Agent.

***Prepetition FLFO Administrative Agent*** means Goldman Sachs Bank USA, solely in its capacity as administrative agent under the Prepetition FLFO Credit Agreement.

***Prepetition FLFO Advisors*** means Vinson & Elkins, LLP, Shipman & Goodwin LLP (in its capacity as counsel to the Prepetition FLFO Collateral Agent), Oppertune LLP, and any local or foreign advisors.

***Prepetition FLFO Collateral Agent*** means Cantor Fitzgerald Securities, solely in its capacity as collateral agent under the Prepetition FLFO Credit Agreement.

***Prepetition FLFO Credit Agreement*** means that certain *Second Amended and Restated Credit Agreement- First Out*, dated as of June 28, 2019, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, and the Prepetition FLFO Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

***Prepetition FLFO Lenders*** means the Lenders (as defined in the Prepetition FLFO Credit Agreement) holding Prepetition FLFO Loans immediately before the Effective Date.

***Prepetition FLFO Loans*** means the Loans (under and as defined in the Prepetition FLFO Credit Agreement) outstanding immediately before the Effective Date.

***Prepetition FLFO Secured Parties*** means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Lenders, and the other Secured Parties (as defined in the Prepetition FLFO Credit Agreement) under the Prepetition FLFO Credit Agreement.

***Prepetition FLTL Administrative Agent*** means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the Prepetition FLTL Credit Agreement.

***Prepetition FLTL Agents*** means the Prepetition FLTL Administrative Agent and the Prepetition FLTL Subagent.

***Prepetition FLTL Agents Advisors*** means Shipman & Goodwin LLP (in its capacity as counsel to the Prepetition FLTL Administrative Agent) and Seward & Kissel LLP (in its capacity as counsel to the Prepetition Subagent).

***Prepetition FLTL Subagent*** means Drivetrain Agency Services, LLC, solely in its capacity as a subagent to the Prepetition FLTL Administrative Agent under the Prepetition FLTL Credit Agreement and the Loan Documents (as such term is defined in the Prepetition FLTL Credit Agreement).

***Prepetition FLTL Credit Agreement*** means that certain *Amended and Restated First Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLTL Administrative Agent, and the Prepetition FLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

***Prepetition FLTL Lenders*** means the Lenders (as defined in the Prepetition FLTL Credit Agreement) holding Prepetition FLTL Loans immediately before the Effective Date.

***Prepetition FLTL Loans*** means the Loans (under and as defined in the Prepetition FLTL Credit Agreement) outstanding immediately before the Effective Date.

***Prepetition SLTL Administrative Agent*** means Cortland Capital Market Services LLC, solely in its capacity as administrative agent and collateral agent under the Prepetition SLTL Credit Agreement.

***Prepetition SLTL Credit Agreement*** means that certain *Amended and Restated Second Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition SLTL Administrative

Agent, and the Prepetition SLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

***Prepetition SLTL Lenders*** means the Lenders (as defined in the Prepetition SLTL Credit Agreement) holding Prepetition SLTL Loans immediately before the Effective Date.

***Prepetition SLTL Loans*** means the Loans (under and as defined in the Prepetition SLTL Credit Agreement) outstanding immediately before the Effective Date.

***Principal FLFO Amount*** has the meaning set forth in Section 4.3.

***Priority Non-Tax Claim*** means any Claim other than an Administrative Expense Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

***Priority Tax Claim*** means any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

***Pro Rata Share*** means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Interests in that Class.

***Professional Person(s)*** means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

***Professional Fee Escrow*** means an escrow account established and funded pursuant to section 2.2 of the Plan.

***Professional Fee Escrow Amount*** means the aggregate unpaid Fee Claims through the Effective Date as estimated in accordance with section 2.2 of the Plan.

***Released Parties*** means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Prepetition FLFO Secured Parties, (e) the Consenting Creditors, (f) the Prepetition FLFO Collateral Agent, (g) the Prepetition FLTL Agents, (h) the Prepetition SLTL Agent, (i) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (j) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (k) the Exit Facility Agents, (l) the Exit Facility Lenders, (m) the Second Lien Backstop Parties, (n) the ERO Backstop Parties, (o) the Apache PSA Parties, and (p) with respect to each of the foregoing Persons in clauses (a) through (o), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors,



partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

***Releasing Parties*** means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

***Required DIP Lenders*** has the meaning set forth in the Restructuring Support Agreement.

***Requisite FLFO Lenders*** means, as of the date of determination, Prepetition FLFO Lenders holding at least a majority of the outstanding Prepetition FLFO Loans (inclusive of validly executed but unsettled trades) held by the Prepetition FLFO Lenders as of such date.

***Requisite FLTL Lenders*** has the meaning set forth in the Restructuring Support Agreement.

***Requisite SLTL Lenders*** has the meaning set forth in the Restructuring Support Agreement.

***Residual Distributable Value*** means any distributable value of the Single Share of Post-Effective Date FWE Parent held by the Plan Administrator (a) after satisfaction of Allowed Administrative Expense Claims, Allowed Other Secured Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, all Cure Amounts and (b) after satisfaction of all fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down.

***Restructuring*** means the restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement.

***Restructuring Expenses*** means the reasonable and documented fees and expenses incurred by (i) the Ad Hoc Group of Secured Lenders, (ii) the Prepetition FLFO Secured Parties, (iii) the Prepetition FLTL Agents, and (iv) the Ad Hoc Group of Prepetition SLTL Lenders in connection with the Chapter 11 Cases, including the fees and expenses of the Ad Hoc Group of Secured Lenders Advisors, the Prepetition FLTL Agents Advisors, the Prepetition FLFO Advisors, and Ad Hoc Group of Prepetition SLTL Lenders Advisors, in each case payable in accordance with the terms of any applicable agreements, engagement letters or fee letters executed with such parties or pursuant to the terms of the DIP Order and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases, which shall not be subject to any offset, defense, counterclaim, reduction, or creditor

credit and, to the extent incurred prior to the Effective Date, shall be Allowed as Administrative Expense Claims upon incurrence; *provided, however*, Restructuring Expenses of the Ad Hoc Group of Prepetition SLTL Lenders shall be limited to and consist solely of the reasonable fees and expenses incurred by the Ad Hoc Group of Prepetition SLTL Lenders Advisors in their capacity as counsel to the Ad Hoc Group of Prepetition SLTL Lenders, and solely to the extent such fees and expenses have been incurred in support of the Restructuring Transactions and so long as the Ad Hoc Group of Prepetition SLTL Lenders are parties to the Restructuring Support Agreement.

***Restructuring Support Agreement*** means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Debtor Fieldwood Energy LLC, certain of its affiliates specified therein, the Consenting Creditors, and Apache, as the same may be amended, restated, or otherwise modified in accordance with its terms.

***Restructuring Transactions*** means one or more transactions pursuant to section 1123(a)(5) of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the Credit Bid Transaction, including (a) the consummation of the transactions provided for under or contemplated by the Plan and any mergers, divisive mergers, amalgamations, consolidations, arrangements, continuances, transfers, conversions, sales, dispositions, or other corporate transactions necessary or appropriate to implement the Plan, (b) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan or the Credit Bid Transaction and that satisfy the requirements of applicable law, (c) the Equity Rights Offerings, (d) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, and (d) all other actions that the Debtors, the Post-Effective Date Debtors or NewCo (or any of its subsidiaries, including the Credit Bid Purchaser), as applicable, determine are necessary or appropriate and consistent with the Plan or the Credit Bid Transaction. For the avoidance of doubt, Restructuring Transactions includes the Credit Bid Transaction and the Divisive Merger(s) effectuated pursuant to the Plan of Merger.

***Schedule of Abandoned Properties*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements to be abandoned pursuant to Section 5.14 of this Plan, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of Assumed Contracts*** means the schedule of executory contracts and unexpired leases to be assumed by the Debtors pursuant to this Plan, if any, as the same may be amended, modified, or supplemented from time to time.

***Schedule of FWE I Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE I Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of FWE III Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE III Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of FWE IV Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute assets of the FWE Additional Entity to be formed under the name Fieldwood Energy IV LLC, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedule of FWE Additional Entity Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute assets of any FWE Additional Entity, a copy of which shall be included in the Plan Supplement.

***Schedule of Purchased Oil & Gas Lease Interests*** means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that will be acquired by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

***Schedules*** means any schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

***Second Lien Backstop Commitment Letter*** means that certain backstop commitment letter, in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, the Credit Bid Purchaser and the Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to the terms thereof and consistent with the Restructuring Support Agreement, pursuant to which the Backstop Parties agreed to, among other things, backstop the Second Lien Exit Facility in accordance with the terms and conditions set forth therein.

***Second Lien Backstop Commitment Premium*** means a premium equal to 8% of the maximum principal amount of the Second Lien Exit Facility (*i.e.* \$185,000,000) payable to the Backstop Parties with the Second Lien Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the Second Lien Backstop Commitment Letter.

***Second Lien Backstop Commitment Premium Equity Interests*** means an amount of New Equity Interests equal to the value of the Second Lien Backstop Commitment Premium as further set forth in the Second Lien Backstop Commitment Letter; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

**Second Lien Backstop Party** has the meaning set forth in the Second Lien Backstop Commitment Letter.

**Second Lien Exit Facility** means the facility under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Agent** means the administrative agent under the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Credit Agreement** means that certain credit agreement to be entered by the Credit Bid Purchaser, the Second Lien Exit Facility Agent and the Second Lien Exit Facility Lenders on the Effective Date that shall govern the Second Lien Exit Facility, which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the Second Lien Exit Facility Term Sheet and otherwise be in form and substance (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Documents** means, collectively, the Second Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be (i) acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders and (ii) reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent.

**Second Lien Exit Facility Lenders** means the lenders party to the Second Lien Exit Facility Credit Agreement.

**Second Lien Exit Facility Term Sheet** means the term sheet filed with the Disclosure Statement, as may be amended from time to time with (i) the consent of the Required DIP Lenders and Requisite FLTL Lenders and (ii) the reasonable consent of the Prepetition FLFO Administrative Agent and First Lien Exit Facility Agent.

**Secured** means, when referring to a Claim: (a) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property as (i) set forth in the Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.

**Security** means any "security" as such term is defined in section 101(49) of the Bankruptcy Code.

**SLTL Claims** means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition SLTL Credit Agreement.

***SLTL Claims Allowed Amount*** means \$517,500,000.00 in principal, plus any accrued but unpaid interest or fees due under the Prepetition SLTL Credit Agreement as of the Petition Date.

***SLTL Deficiency Claim*** means any SLTL Claim or portion thereof that is not Secured, if any.

***SLTL Equity Rights Offering*** means that certain rights offering pursuant to which each holder of Allowed SLTL Claims is entitled to receive SLTL Subscription Rights to acquire New Equity Interests in the aggregate amount of the SLTL Equity Rights Offering Amount in accordance with the SLTL Equity Rights Offering Procedures, the terms and conditions of which shall be reasonably acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent.

***SLTL Equity Rights Offering Amount*** means \$20,000,000.

***SLTL Equity Rights Offering Procedures*** means the procedures for the implementation of the SLTL Equity Rights Offering to be approved by the Bankruptcy Court.

***SLTL ERO Backstop Agreement*** means that certain [Equity Backstop Commitment Agreement], in form and substance reasonably acceptable to the Debtors, the Required DIP Lenders, the Requisite FLTL Lenders, the Requisite SLTL Lenders, the Prepetition FLFO Administrative Agent, and the First Lien Exit Facility Agent, to be entered into by and among Fieldwood Energy LLC, NewCo, and the SLTL ERO Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to which the SLTL ERO Backstop Parties agreed to, among other things, backstop the SLTL Equity Rights Offering with the terms and conditions set forth therein; *provided that*, the form of the [Equity Backstop Commitment Agreement] attached hereto as Exhibit [•] shall be deemed acceptable to the Debtors, the Required DIP Lenders, Requisite FLTL Lenders and Requisite SLTL Lenders [and reasonably acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent].]

***[SLTL ERO Backstop Commitment Percentage]*** has the meaning set forth in the SLTL ERO Backstop Agreement.]

***[SLTL ERO Backstop Commitment Premium]*** means a premium equal to 8% of the SLTL Equity Rights Offering Amount payable to the SLTL ERO Backstop Parties with the SLTL ERO Backstop Commitment Premium Equity Interests in accordance with the terms set forth in the SLTL ERO Backstop Agreement.]

***[SLTL ERO Backstop Commitment Premium Equity Interests]*** means an amount of New Equity Interests equal to the value of the SLTL ERO Backstop Commitment Premium as further set forth in the SLTL ERO Backstop Agreement; *provided that* such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

***SLTL ERO Backstop Parties*** means those parties that agree to backstop the SLTL Equity Rights Offering pursuant to the SLTL ERO Backstop Agreement, each in its respective capacity as such.

***SLTL Subscription Rights*** means the subscription right to acquire New Equity Interests with an aggregate value equal to the SLTL Rights Offering Amount offered in accordance with the SLTL Equity Rights Offering Procedures; *provided, however*, that such New Equity Interests shall be issued at a 30% discount to the equity value of NewCo on the Effective Date.

***SLTL Tranche 1 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 1 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 1 Warrants*** means 8-year warrants for 25% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants and GUC Warrants, but excluding the effect of any New Equity Interests issuable upon exercise of the SLTL Tranche 2 Warrants and any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,321,000,000, the terms of which shall be set forth in the SLTL Tranche 1 Warrant Agreement.

***SLTL Tranche 2 Warrant Agreement*** means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the SLTL Tranche 2 Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders, Requisite FLTL Lenders, the Creditors' Committee, and the Requisite SLTL Lenders.

***SLTL Tranche 2 Warrants*** means 8-year warrants for 32.50% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of this Plan, the New Equity Interests issuable upon the exercise of the Subscription Rights, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon the exercise of the New Money Warrants, the SLTL Tranche 1 Warrants, and the GUC Warrants (excluding any adjustment or true-up of the GUC Warrants as described in the definition thereof), but excluding the effect of any New Equity Interests issuable in connection with the Management Incentive Plan), with a strike price set at an equity value equal to \$1,585,200,000, the terms of which shall be set forth in the SLTL Tranche 2 Warrant Agreement.

[***SLTL Unsubscribed Shares*** has the meaning set forth in the SLTL ERO Backstop Agreement].



**SLTL Warrants** means, collectively, the SLTL Tranche 1 Warrants and the SLTL Tranche 2 Warrants.

**Specified Administrative Expense Claims** means Administrative Expense Claims other than (a) Administrative Expense Claims that are to be assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement; (b) Cure Amounts; and (c) Fee Claims, Restructuring Expenses, any fees and expenses payable pursuant to sections 2.3 and 2.4 of this Plan, any fees and expenses payable or reimbursable by the Debtors or Post-Effective Date Debtors pursuant to the Second Lien Backstop Commitment Letter, Credit Bid Purchase Agreement, or First Lien Exit Facility Commitment Letter (including termination fees, if any), Apache Fees and Expenses and Apache Implementation Costs, and Statutory Fees.

**Standby Loan Agreement** has the meaning set forth in the Apache Implementation Agreement.

**Standby Credit Facility Documents** has the meaning set forth in the Apache Implementation Agreement.

**Statutory Fees** means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

**Subordinated Securities Claim** means a Claim that is subject to subordination in accordance with sections 510(b) of the Bankruptcy Code or otherwise.

**Subscription Rights** means, collectively, the FLTL Subscription Rights and SLTL Subscription Rights.

**Tax Code** means the Internal Revenue Code of 1986, as amended from time to time.

**Toggle Amount** means \$35,000,000 or such higher amount as may be mutually agreed between the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**Toggle Date** has the meaning set forth in Section 5.2(c).

**Toggle Motion** has the meaning set forth in Section 5.2(c)(i).

**Trade Agreement** means a trade agreement entered into or to be entered into between the Debtors, [a NewCo Entity], and a Trade Creditor that will be provided by the Debtors to each Trade Creditor and that provides for, among other things, waiver of any and all liens against the Debtors, their assets and any co-owned assets, or any other affiliated person or entity (including any co-working interest owner of the Debtors), or any such person's or entity's respective assets or property (real or personal), regardless of the statute or other legal authority upon which the lien is asserted, held or asserted by the Trade Creditor relating to the Unsecured Trade Claim, and an agreement by such Trade Creditor to continue to provide post-Effective Date trade terms that are no less favorable than the terms provided to the Debtors prior to the Petition Date

**Trade Creditor** means a third-party provider of goods or services to the Debtors that holds an Unsecured Trade Claim against the Debtors arising from the provision of such goods and services.

**Unimpaired** means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124(2) of the Bankruptcy Code.

**Unsecured Trade Claim** means any unsecured claim (or secured claim that becomes unsecured by agreement, settlement, or order of the Bankruptcy Court) of a Trade Creditor that is held by a Trade Creditor that has elected such claim to be treated as an Unsecured Trade Claim under this Plan and enters into or agrees to enter into a Trade Agreement; *provided, however*, that in no event shall any claim against the Debtors that arises in connection with a joint interest billing arrangement constitute an Unsecured Trade Claim.

**U.S. Trustee** means the United States Trustee for Region 7.

**Voting Deadline** means June 2, 2021 at 4:00 p.m. (Prevailing Central Time), or such date and time as may set by the Bankruptcy Court.

## **1.2 Interpretation; Application of Definitions; Rules of Construction.**

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in or exhibit to the Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in the Plan,” “of the Plan,” “to the Plan,” and “under the Plan,” respectively. The words “includes” and “including” are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

## **1.3 Reference to Monetary Figures.**

All references in the Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

#### **1.4 Controlling Document.**

In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between the Plan and the First Lien Exit Facility Commitment Letter, the First Lien Exit Facility Commitment Letter shall control. In the event of an inconsistency between the Plan and the Second Lien Backstop Commitment Letter, the Second Lien Backstop Commitment Letter shall control. The provisions of the Plan, the First Lien Exit Facility Commitment Letter, the Second Lien Backstop Commitment Letter, and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between (a) any provision of the Plan, the First Lien Exit Facility Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, or (b) any provision of the Plan, the Second Lien Backstop Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern.

#### **1.5 Certain Consent Rights**

Notwithstanding anything herein to the contrary, and without limiting the Debtors' fiduciary duties, any and all consent rights of any party set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, the Plan Supplement, any supplement to the Disclosure Statement, any other Definitive Documents and any agreements or documents referenced in this Plan or the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms.

### **ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, DIP CLAIMS, AND PRIORITY TAX CLAIMS.**

#### **2.1 Treatment of Administrative Expense Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date each Administrative Expense Claim becomes an Allowed Administrative Expense Claim, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim) shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Administrative Expense Claim will have agreed upon in writing; *provided*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of

business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Administrative Expense Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## **2.2 Treatment of Fee Claims.**

(a) **Final Fee Applications.** All final requests for the allowance and payment of Fee Claims shall be filed no later than 45 days after the Effective Date unless such date is extended by order of the Bankruptcy Court.

(b) **Professional Fee Escrow Amount.** All Professional Persons shall estimate in good faith their unpaid Fee Claims before and as of the Effective Date and shall deliver such estimate to the Debtors at least three (3) calendar days before the Effective Date; *provided, however*, that such estimate shall not limit or be deemed to limit the amount of the fees and expenses that are the subject of the Professional Person's final request for payment of Fee Claims. If a Professional Person does not provide such estimate, the Debtors and Post-Effective Date Debtors may estimate the unbilled fees and expenses of such Professional Person; *provided, however*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses incurred by, or payable to, such Professional Person. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Escrow Amount.

(c) **Professional Fee Escrow.** If the Professional Fee Escrow Amount is greater than zero, then as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors will establish and fund the Professional Fee Escrow with cash equal to the Professional Fee Escrow Amount and no Liens, Claims, or interests will encumber the Professional Fee Escrow in any way. The Professional Fee Escrow (including funds held in the Professional Fee Escrow) will (i) not be and will not be deemed to be property of the Debtors or the Post-Effective Date Debtors and (ii) will be held in trust for the Professional Persons; *provided, however*, that funds remaining in the Professional Fee Escrow after all Allowed Fee Claims have been irrevocably paid in full will revert to the Post-Effective Date Debtors. Allowed Fee Claims will be paid in cash to such Professional Persons from funds held in the Professional Fee Escrow as soon as reasonably practicable after such Claims are Allowed by an order of the Bankruptcy Court; *provided, however*, that the Debtors' obligations with respect to Fee Claims will not be limited nor deemed to be limited in any way to the balance of funds held in the Professional Fee Escrow.

If the amount of funds in the Professional Fee Escrow is insufficient to fund payment in full of all Allowed Fee Claims and any other Allowed amounts owed to Professional Persons, the deficiency will be promptly funded to the Professional Fee Escrow from the Debtors' estates and/or by Post-Effective Date Debtors without any further action or order of the Bankruptcy Court.

(d) Post-Effective Date Fees and Expenses. On and after the Effective Date, the Debtors and the Post-Effective Date Debtors, as applicable, will pay in cash in the ordinary course of business and without any further action or order of the Bankruptcy Court, the reasonable legal, professional, or other fees and expenses that are (i) related to implementation of the Plan and (ii) incurred by the Debtors or Post-Effective Date Debtors, as applicable, on and after the Effective Date.

On the Effective Date, any requirement that Professional Persons comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services provided after such date shall terminate, and the Debtors or Post-Effective Date Debtors may employ and pay any post-Effective Date fees and expenses of any Professional Person without any further notice to or action, order, or approval of the Bankruptcy Court.

### **2.3 Treatment of DIP Claims.**

As of the Effective Date, the DIP Claims shall be Allowed in the full amount outstanding under the DIP Credit Agreement, including principal, interest, fees, costs, other charges, and expenses provided for thereunder. In full and final satisfaction, settlement, release, and discharge of each Allowed DIP Claim, on the Effective Date, each holder of such Allowed DIP Claim shall receive either (a) payment in full in Cash or (b) such other treatment as to which the Debtors or the Post-Effective Date Debtors, as applicable, and the holder of such Allowed DIP Claims will have agreed upon in writing. On the Effective Date, all Liens granted to secure the Allowed DIP Claims shall be terminated and of no further force and effect.

### **2.4 Payment of Fees and Expenses Under DIP Order.**

On the later of (a) the Effective Date and (b) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Order, the Debtors or the Post-Effective Date Debtors (as applicable) shall pay all fees, expenses, and disbursements of the DIP Agent, DIP Lenders, and Prepetition FLTL Agents, in each case that have accrued and are unpaid as of the Effective Date and are required to be paid under or pursuant to the DIP Order. After the Effective Date, the Post-Effective Date Debtors shall continue to reimburse the DIP Agent and the DIP Lenders for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agent and the DIP Lenders after the Effective Date in accordance with the terms of the DIP Documents. The Post-Effective Date Debtors shall pay all of the amounts that may become payable to the DIP Agent or any of the DIP Lenders in accordance with the terms of the DIP Documents and the DIP Order.

### **2.5 Treatment of Priority Tax Claims.**

On the Effective Date or as soon thereafter as is reasonably practicable (but in no event later than 30 days after the Effective Date), each holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction of such Claim, either (a) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (b) or such other treatment as to which the Debtors, the Post-Effective Date Debtors or NewCo and its subsidiaries (including the Credit Bid Purchaser)

as applicable, and the holder of such Allowed Priority Tax Claim will have agreed upon in writing; *provided*, that Allowed Priority Tax Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Priority Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

## **2.6 Restructuring Expenses.**

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 2.6 shall estimate their accrued Restructuring Expenses before and as of the Effective Date and shall deliver such estimates to the Debtors at least three Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred before and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

## **2.7 Postpetition Hedge Claims.**

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day on which the Allowed Postpetition Hedge Claim becomes due and owing in accordance with the terms of and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities, each holder of an Allowed Postpetition Hedge Claim shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Postpetition Hedge Claim will have agreed upon in writing; *provided*, that any Allowed Postpetition Hedge Claim assumed by the Credit Bid Purchaser in accordance with the foregoing clause (y) pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties. Nothing herein shall modify any of the contractual rights under a Postpetition Hedging Agreement of a holder of an Allowed Postpetition Hedge Claim in their capacity as a holder of an Allowed Postpetition Hedge Claim.



**ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.****3.1 Classification in General.**

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided, however*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled before the Effective Date.

**3.2 Formation of Debtor Groups for Convenience Only.**

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger of consolidation of any legal entities, or cause the transfer of any Assets; and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

**3.3 Summary of Classification of Claims and Interests.**

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under the Plan; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each Debtor.

<b><u>Class</u></b>	<b><u>Type of Claim or Interest</u></b>	<b><u>Impairment</u></b>	<b><u>Entitled to Vote</u></b>
Class 1	Other Secured Claims	Impaired	Yes
Class 2	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
Class 3	FLFO Claims	Impaired	Yes
Class 4	FLTL Claims	Impaired	Yes
Class 5	SLTL Claims	Impaired	Yes
Class 6A	Unsecured Trade Claims	Impaired	Yes
Class 6B	General Unsecured Claims	Impaired	Yes
Class 7	Intercompany Claims	Unimpaired	No (Presumed to accept)
Class 8	Subordinated Securities Claims	Impaired	No (Deemed to reject)
Class 9	Intercompany Interests	Unimpaired	No (Presumed to accept)
Class 10	Existing Equity Interests	Impaired	No (Deemed to reject)

### **3.4 Special Provision Governing Unimpaired Claims.**

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

### **3.5 Separate Classification of Other Secured Claims.**

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within the Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing a different Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of voting to accept or reject the Plan and receiving Plan Distributions.

### **3.6 Elimination of Vacant Classes.**

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes that votes on the Plan shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

### **3.7 Voting Classes; Presumed Acceptance by Non-Voting Classes.**

With respect to each Debtor, if a Class contained Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

### **3.8 Voting; Presumptions; Solicitation.**

(a) **Acceptance by Certain Impaired Classes.** Only holders of Allowed Claims in Classes 1, 3, 4, 5, 6A, and 6B are entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

(b) **Presumed Acceptance by Unimpaired Classes.** Holders of Claims and Interests in Classes 2, 7 and 9 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

(c) **Deemed Rejection by Certain Impaired Classes.** Holders of Claims in Class 8 and Class 10 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

### **3.9 Cramdown.**

If any Class is deemed to reject the Plan or is entitled to vote on the Plan and does not vote to accept the Plan, the Debtors may (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify the Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

### **3.10 No Waiver.**

Nothing contained in the Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Disputed Claim.

## **ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.**

### **4.1 Class 1: Other Secured Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtors or the Post-Effective Date Debtors, such holder shall receive either (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter, (ii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired, or (iii) any other treatment consistent with the provisions of section 1129 of the Bankruptcy Code, including by providing such holder with the "indubitable equivalent" of their Allowed Other Secured Claim (which, for the avoidance of doubt, may be in the form of a multi-year promissory note or other financial instrument); *provided*, that any Allowed Other Secured Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Other Secured Claims are Impaired. Holders of Allowed Other Secured Claims are entitled to vote on the Plan.

### **4.2 Class 2: Priority Non-Tax Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall, at the option of the Debtors or the Post-Effective Date Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, in

each case, or as soon as reasonably practicable thereafter; *provided*, that any Allowed Priority Non-Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Priority Non-Tax Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Priority Non-Tax Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Priority Non-Tax Claims.

#### **4.3 Class 3: FLFO Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLFO Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of such Allowed FLFO Claim, (a) each holder of an Allowed FLFO Claim shall receive its Pro Rata Share of the FLFO Distribution Amount and (b) all remaining Allowed FLFO Claims shall be assumed by the NewCo Entities as modified to the extent set forth in the First Lien Exit Facility Documents. The Liens securing the FLFO Claims that attach to the Credit Bid Acquired Interests shall be retained and deemed assigned to the First Lien Exit Facility Agent upon the Effective Date to secure the obligations under the First Lien Exit Facility.

(b) **Impairment and Voting:** FLFO Claims are Impaired. Holders of Allowed FLFO Claims are entitled to vote on the Plan.

(c) **Allowance:** The FLFO Claims shall be deemed Allowed on the Effective Date in the FLFO Claims Allowed Amount.

#### **4.4 Class 4: FLTL Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed FLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed FLTL Claim and in consideration for the Credit Bid Transaction, each holder of an Allowed FLTL Claim shall receive its Pro Rata Share of:

- (i) 100% of the New Equity Interests, subject to dilution by (w) the Backstop Commitment Equity Premium Interests, (x) the New Equity Interests issued upon exercise of the Subscription Rights, (y) any New Equity Interests issued upon the exercise of the New Money Warrants, SLTL Warrants, or the GUC Warrants, and (z) any New Equity Interests issued pursuant to the Management Incentive Plan; and
- (ii) the FLTL Subscription Rights.

(b) **Impairment and Voting:** FLTL Claims are Impaired. Holders of Allowed FLTL Claims are entitled to vote on the Plan.

(c) **Allowance:** The FLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the FLTL Claims Allowed Amount.

**4.5 Class 5: SLTL Claims.**

(d) **Treatment:** Except to the extent that a holder of an Allowed SLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed SLTL Claim, each holder of an Allowed SLTL Claim shall receive its Pro Rata Share of:

- (iii) the SLTL Warrants; and
- (iv) the SLTL Subscription Rights.

(e) **Impairment and Voting:** SLTL Claims are Impaired. Holders of Allowed SLTL Claims are entitled to vote on the Plan.

(f) **Allowance:** The SLTL Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the SLTL Claims Allowed Amount.

**4.6 Class 6A: Unsecured Trade Claims.**

(a) **Treatment:** Except to the extent that a holder of an Allowed Unsecured Trade Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed Unsecured Trade Claim, each holder of an Allowed Unsecured Trade Claim that has executed a Trade Agreement shall receive:

- (i) if 14% of the aggregate amount of all Allowed Unsecured Trade Claims is less than or equal to \$8,000,000, Cash in an amount equal to 14% of the Allowed amount of such holder's Allowed Unsecured Trade Claim; or
- (ii) if 14% of the aggregate amount of Allowed Unsecured Trade Claims is greater than \$8,000,000, its Pro Rata share of \$8,000,000.

(b) **Impairment and Voting:** Unsecured Trade Claims are Impaired. Holders of Unsecured Trade Claims are entitled to vote on the Plan.

**4.7 Class 6B: General Unsecured Claims.**

(c) **Treatment:** Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on or after the Effective Date, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, up to the full amount of such holder's Allowed General Unsecured Claim, its Pro Rata Share of:

- (i) the GUC Warrants; and

(ii) any Residual Distributable Value.

(b) **Impairment and Voting:** General Unsecured Claims are Impaired. Holders of General Unsecured Claims are entitled to vote on the Plan.

**4.8 Class 7: Intercompany Claims.**

(a) **Treatment:** On or after the Effective Date, all Intercompany Claims shall be adjusted, reinstated, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** All Allowed Intercompany Claims are deemed Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Claims.

**4.9 Class 8: Subordinated Securities Claims.**

(a) **Treatment:** All Subordinated Securities Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Securities Claims will not receive any distribution on account of such Allowed Subordinated Securities Claims.

(b) **Impairment and Voting:** Allowed Subordinated Securities Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, holders of Subordinated Securities Claims are conclusively presumed to reject the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to Subordinated Securities Claims.

**4.10 Class 9: Intercompany Interests.**

(a) **Treatment:** On the Effective Date, all Intercompany Interests, in the Debtors' or the Post-Effective Date Debtors' discretion, shall be adjusted, reinstated, cancelled, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** Intercompany Interests are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Interests are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Interests.

**4.11 Class 10: Existing Equity Interests.**

(a) **Treatment:** On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect.

(b) **Impairment and Voting:** Allowed Existing Equity Interests are Impaired. Holders of Existing Equity Interests are not entitled to vote on the Plan.



**4.12 Treatment of Vacant Classes.**

Any Claim or Interest in a Class that is considered vacant under Section 3.6 of the Plan shall receive no Plan Distribution.

**ARTICLE V. MEANS FOR IMPLEMENTATION.****5.1 Plan Settlement; Compromise and Settlement of Claims, Interests, and Controversies.**

Subject to approval by the Bankruptcy Court in connection with confirmation of the Plan, the provisions of the Plan and other documents entered into in connection with the Plan constitute a good faith compromise and settlement among the Debtors, the Consenting Creditors and the Creditors' Committee of claims, Causes of Action and controversies among such parties, including all potential claims, Causes of Action and controversies related to the Challenge Period (as defined in the DIP Order) and any Challenge under the DIP Order, and are in consideration of the value provided to the Estates by the Consenting Creditors, including the value being provided to holders of Unsecured Trade Claims and General Unsecured Claims pursuant to Sections 4.6 and 4.7 hereof. The Plan shall be deemed a motion to approve the Plan Settlement and the good faith compromise and settlement of all of the claims, Causes of Action and controversies described in the foregoing sentence pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlement, as well as a finding by the Bankruptcy Court that the Plan Settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. For the avoidance of doubt, nothing in this Plan or the Disclosure Statement shall require the Creditors' Committee to take or refrain from taking any action that it determines in good faith would be inconsistent with its fiduciary duties under applicable law. Notwithstanding the foregoing, the Creditors' Committee acknowledges that its entry into the Plan Settlement and its support for this Plan is consistent with its fiduciary duties.

Further, pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Allowed Claims, Allowed Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of such Allowed Claims and Allowed Interests, and is fair, equitable, and reasonable.

**5.2 Credit Bid Transaction; Confirmation Outside Date.**

(a) If the Confirmation Date occurs on or before the Confirmation Outside Date or the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders do not otherwise

elect to pursue a 363 Credit Bid Transaction pursuant to Section 5.2(c) of the Plan, then, on the Effective Date, pursuant to sections 363, 1123, 1141(b) and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests shall be transferred to, and the Credit Bid Acquired Interests owned by the Debtors shall vest free and clear of all Liens<sup>2</sup> (other than (i) any and all Liens securing the FLFO Claim or the obligations under the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities shall be assumed by the Credit Bid Purchaser.

(b) In the event that the transaction pursuant to Section 5.2(a) of the Plan is consummated and in the event of any conflict whatsoever between the terms of the Plan and the Credit Bid Purchase Agreement with respect to the Credit Bid Transaction, the terms of the Credit Bid Purchase Agreement shall control, and the Plan shall be deemed to incorporate in their entirety the terms, provisions, and conditions of the Credit Bid Purchase Agreement.

(c) (x) If the Confirmation Date does not occur before the Confirmation Outside Date or (y) if the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date is projected at any time prior to the Confirmation Date to exceed the Toggle Amount (the next Business Day after the occurrence of (x) or (y), the (“**Toggle Date**”), then, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, the Debtors shall:

- (i) within 7 days of the Toggle Date, file a motion (the “**Toggle Motion**”), in form and substance acceptable to the Debtors, the Required DIP Lenders and Requisite FLTL Lenders, seeking entry of an order of the Bankruptcy Court approving a credit bid sale transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement (which terms shall be acceptable to the Debtors, the Requisite FLTL Lenders, and Required DIP Lenders), free and clear of all Liens (other than (i) any and all Liens securing the FLFO Claim or the First Lien Exit Facility or (ii) Credit Bid Permitted Encumbrances except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens other than Liens described in clause (i) above to the extent contemplated by the First Lien Exit Facility Documents), Claims, charges, Interests, or other encumbrances, the Credit Bid Consent Rights and the

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<sup>2</sup> Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.

Credit Bid Preferential Purchase Rights that are applicable to the Credit Bid Acquired Interests;

- (ii) within 15 days of the Toggle Date and subject to the reasonable consent of Apache, the Requisite FLTL Lenders, the Required DIP Lenders and the Debtors, amend the Apache Definitive Documents as reasonably required to effectuate the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders); provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent; and
- (iii) within 35 days of the Toggle Date, obtain entry of an order of the Bankruptcy Court approving the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders).

(d) Notwithstanding anything herein to the contrary, upon the occurrence of the Toggle Date, if the transactions under the Toggle Motion (i) (a) individually or in the aggregate, results in a reduction of 10% or more of the total PV-10 of total 2P reserves comprising the assets acquired by the Credit Bid Purchaser (which shall be calculated by reference to the FWE YE2020 Internal Reserve Report (as of 5.1.21)), (b) results in any contract rights constituting material assets not being acquired by the Credit Bid Purchaser, (c) individually or in the aggregate, results in an increase by \$40.0 million or more (which, for the avoidance of doubt, in the case of plugging and abandonment liabilities, shall be calculated on a present value basis) in liabilities assumed by the Credit Bid Purchaser, (d) relates to any change in treatment or recovery of the Prepetition FLFO Credit Agreement or First Lien Exit Facility, or (e) provide for any differences from the transaction under this Plan that are materially adverse to the interests of the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders, and (ii) are not (a) reasonably acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(b) or (e), or (ii) acceptable to the Prepetition FLFO Agent with respect to the foregoing clause (i)(a),(c), or (d), then all rights of the Prepetition FLFO Secured Parties set forth in the Prepetition FLFO Credit Agreement and related documents to object to the Toggle Motion on any grounds are expressly preserved, and all of the Prepetition FLFO Secured Parties' claims, rights, and remedies are reserved for all purposes, including the right to obtain treatment and transaction structure different than as set forth in the Toggle Motion.

(e) Notwithstanding anything in the Credit Bid Purchase Agreement or any agreement entered into pursuant to Section 5.2(c) of the Plan to the contrary, the Credit Bid Purchaser shall not be liable for any liability or obligation on account of any Claim or Interest that is compromised, settled, released or discharged pursuant to this Plan.

**5.3 Equity Rights Offerings.**

(a) On the Effective Date, the Debtors shall consummate the Equity Rights Offerings.

(b) [FLTL Equity Rights Offering. The FLTL Equity Rights Offering shall be fully backstopped by the FLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the FLTL ERO Backstop Agreement. The right to participate in the FLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the FLTL ERO Backstop Agreement. In accordance with the FLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the FLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [FLTL ERO Backstop Commitment Percentage] of the [FLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the Equity Rights Offering, the FLTL ERO Backstop Parties shall receive, among other things, the FLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the FLTL ERO Backstop Agreement.]

(c) [SLTL Equity Rights Offering. The SLTL Equity Rights Offering shall be fully backstopped by the SLTL ERO Backstop Parties in accordance with and subject to the terms and conditions of the SLTL ERO Backstop Agreement. The right to participate in the SLTL Equity Rights Offering may not be sold, transferred, or assigned, except in the circumstances described in the SLTL ERO Backstop Agreement. In accordance with the SLTL ERO Backstop Agreement and subject to the terms and conditions thereof, each of the SLTL ERO Backstop Parties, among other things, has agreed, severally but not jointly, to purchase, on or prior to the Effective Date, its respective [SLTL ERO Backstop Commitment Percentage] of the [SLTL Unsubscribed Shares]. In exchange for providing the backstop commitment for the SLTL Equity Rights Offering, the SLTL ERO Backstop Parties shall receive, among other things, the SLTL ERO Backstop Commitment Premium Equity Interests payable in accordance with the terms of the SLTL ERO Backstop Agreement.]

**5.4 New Equity Interests.**

(a) On the Effective Date, NewCo is authorized to issue or cause to be issued and shall, issue the New Equity Interests for eventual distribution in accordance with the terms of this Plan without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The New Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized and validly issued.

(b) On the Effective Date, NewCo and all holders of the New Equity Interests then outstanding shall be deemed to be parties to the NewCo Organizational Documents, where applicable, substantially in the form, or consistent with the term sheets, contained in the Plan Supplement, without the need for execution by any such holder. The NewCo Organizational Documents shall be binding on NewCo and its subsidiaries (including the Credit Bid Purchaser) and all parties receiving, and all holders of, New Equity Interests.

### **5.5 NewCo Organizational Documents**

The NewCo Organizational Documents will be in form and substance acceptable to the Debtors, Requisite FLTL Lenders, and the Required DIP Lenders. After the Effective Date, the NewCo Organizational Documents may be amended or restated as permitted by such documents and the laws of their respective states, provinces, or countries of incorporation or organization.

### **5.6 New Money Warrants, SLTL Warrants and GUC Warrants**

On or after the Effective Date, NewCo is authorized to issue or cause to be issued and shall, as provided for in this Plan, issue (i) the New Money Warrants for distribution to the New Money Second Lien Exit Facility Lenders, the SLTL Warrants to the holders of Allowed SLTL Claims, and the GUC Warrants to the holders of Allowed General Unsecured Claims, in each case in accordance with the terms of the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person and (ii) upon exercise of the New Money Warrants, New Equity Interests issuable upon exercise of the New Money Warrants. The New Money Warrants, the SLTL Warrants, and GUC Warrants shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Money Warrants, the SLTL Warrants, and GUC Warrants issued pursuant to the Plan, including as contemplated by the Credit Bid Transaction and the Second Lien Exit Facility Term Sheet, and all New Equity Interests issued upon exercise of the New Money Warrants, the SLTL Warrants, and the GUC Warrants shall be duly authorized and validly issued.

### **5.7 Plan of Merger**

(a) On the Effective Date, but after the consummation of the transactions contemplated by the Credit Bid Purchase Agreement, Fieldwood Energy LLC shall adopt the Plan of Merger and, in accordance with the terms thereof and solely to the extent therein, upon the effective time of the Divisional Merger as provided for in the Plan of Merger, the (i) FWE Assets will be allocated to and vest in FWE I, FWE III, and any FWE Additional Entity pursuant to the terms of the applicable Plan of Merger, in each case, free and clear of all Plan of Merger Consent Rights and Plan of Merger Preferential Purchase Rights; and (ii) (x) the FWE I Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I, (y) the FWE III Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III (except as provided in any Plan of Merger other than the Initial Plan of Merger), and (z) any obligations allocated to an FWE Additional Entity pursuant to the Plan of Merger shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, such applicable FWE Additional Entity. Immediately after the effective time of the Divisive Merger as provided in the Initial Plan of Merger, the only assets, properties and rights of, and the only liabilities and obligations of, (i) FWE I will be the FWE I Assets and FWE I Obligations, and (ii) FWE III will be the FWE III Assets and FWE III Obligations, and (iii) any FWE Additional Entity will be those assets and obligations allocated to such entity pursuant to the Plan of Merger. Immediately after the effective time of any Divisive Merger as provided in a Plan of Merger other than the Initial Plan of Merger, the only assets, properties and rights of, and the only liabilities and obligations of, FWE III (if a party to such Plan of Merger) and any FWE

Additional Entity will be those assets and obligations allocated to such entity pursuant to such Plan of Merger.

(b) All of the membership interests (or other equity interests, as applicable) of FWE I, FWE III, and any FWE Additional Entity shall be owned by Post-Effective Date FWE Parent.

(c) Notwithstanding anything to the contrary in the Plan of Merger, any claim or interest that is satisfied, compromised, settled, released or discharged pursuant to the Plan shall not constitute an FWE I Obligation, FWE III Obligation, or an obligation of any FWE Additional Entity, as applicable.

### **5.8 Single Share**

(a) On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the holders of Allowed General Unsecured Claims and the Single Share shall be recorded on the books and records maintained by the Plan Administrator.

(b) On the date that FWE Parent’s Chapter 11 Case is closed in accordance with Section 5.25 of this Plan, the Single Share issued on the Effective Date pursuant to the Plan shall be deemed cancelled and of no further force and effect, provided that such cancellation does not adversely impact the Debtors’ Estates.

### **5.9 Plan Administrator**

(a) *Appointment.* The Plan Administrator’s retention shall commence on the Effective Date and shall continue until: (i) the Bankruptcy Court has entered an order or orders closing each of the Chapter 11 Cases; (ii) the Bankruptcy Court enters an order removing the Plan Administrator for cause; or (iii) the Plan Administrator voluntarily resigns, upon notice filed with the Bankruptcy Court, and a successor Plan Administrator is appointed in accordance with this Plan.

(b) *Authority.* Subject to Section 5.9(c) of this Plan, the Plan Administrator shall have all the rights, powers, authority, and duties on behalf of each of the Debtors and Post-Effective Date Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to:

- (i) subject to Section 7 of the Plan, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process in accordance with the terms of this Plan, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;
- (ii) make Distributions to holders of Allowed Claims and Interests in accordance with this Plan, including distributions from the Claims



Reserve, Professional Fee Escrow and Plan Administrator Expense Reserve;

- (iii) exercise its reasonable business judgment to direct and control the Debtors or Post-Effective Date Debtors under this Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;
- (iv) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;
- (v) engage in the ownership, operation, plugging and abandonment, and decommissioning of the (y) FWE III Assets, including the FWE III Oil & Gas Lease Interests and (z) except as otherwise agreed pursuant to an Additional Predecessor Agreement, any assets of any FWE Additional Entity, including the FWE IV Oil & Gas Lease Interests and any FWE Additional Entity Oil & Gas Lease Interests;
- (vi) abandon any property determined by the Plan Administrator to be of *de minimis* value or burdensome to the Estates;
- (vii) other than any Causes of Action released by the Debtors pursuant to this Plan or otherwise, prosecute all Causes of Action on behalf of the Debtors, elect not to pursue any Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors and their Estates;
- (viii) retain, employ, terminate, or replace professionals to assist or represent it in performing its duties under this Plan;
- (ix) pay all fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors, including any Restructuring Expenses, from the Plan Administrator Expense Reserve or otherwise;
- (x) comply with, and cause the Debtors and Post-Effective Date Debtors to comply with, the Debtors' or Post-Effective Date Debtors' continuing obligations under the Credit Bid Purchase Agreement;
- (xi) maintain the books and records and accounts of the Debtors and Post-Effective Date Debtors;
- (xii) establish and maintain bank accounts in the name of the Post-Effective Date Debtors;

- (xiii) incur and pay reasonable and necessary expenses in connection with the performance of duties under this Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrator;
  - (xiv) following the Effective Date, pay any fees and expenses in Cash in accordance with Section 2.4 of this Plan;
  - (xv) administer each Debtor's and Post-Effective Date Debtors' tax obligations, including (i) filing tax returns and paying tax obligations and (ii) representing the interest and account of each Debtor, each Debtor's estate, or each Post-Effective Date Debtor before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;
  - (xvi) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors or Post-Effective Date Debtor that are required hereunder, by any Governmental Unit or applicable law;
  - (xvii) pay statutory fees in accordance with Section 12.1 of this Plan;
  - (xviii) perform other duties and functions that are consistent with the implementation of the Plan or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of this Plan; and
  - (xix) close the Chapter 11 Cases pursuant to Section 5.25 of this Plan.
- (c) *Board of Directors and Officers.*
- (i) The officers and directors of the Debtors existing before the Effective Date shall be relieved of any and all duties with the respect to the Debtors as of the Effective Date.
  - (ii) Upon the Effective Date, the Plan Administrator shall serve as the sole officer, director, or manager of each Post-Effective Date Debtor. The Plan Administrator may also elect such additional managers(s) and officer(s) of each Post-Effective Date Debtor as the Plan Administrator deems necessary to implement this Plan and the actions contemplated herein. The Plan Administrator shall also have the power to act by written consent to remove any officer or manager of any Post-Effective Date Debtor at any time with or without cause.

(d) *Post-Effective Date Operations.* After the Effective Date, pursuant to this Plan, the Plan Administrator shall operate the Post-Effective Date Debtors without any further

approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(e) *Post-Effective Date Expenses.* On and after the Effective Date, all costs, expenses and obligations incurred by the Plan Administrator in administering this Plan, the Post-Effective Date Debtors, or in any manner connected, incidental, or related thereto, in effecting distributions from the Post-Effective Date Debtors thereunder (including the reimbursement of reasonable expenses) shall be incurred and paid from the Plan Administrator Expense Reserve.

(f) *Indemnification.* Each of the Estates and the Post-Effective Date Debtors shall indemnify and hold harmless the Plan Administrator solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's gross negligence or willful misconduct.

(g) *Cooperation.* The Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit Bid Purchaser) and their respective professionals, as appropriate, shall cooperate with each other in relation to their respective activities and obligations in respect of this Plan, including objecting to, settling or otherwise reconciling claims as provided herein, and by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort; *provided, however*, that the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit Bid Purchaser) and including its advisors, if any) shall enter into a confidentiality agreement before sharing of any such documents and/or information to the extent deemed reasonably necessary by the Post-Effective Date Debtors, the Credit Bid Purchaser, or Plan Administrator, as applicable.

#### **5.10 Plan Funding.**

Plan Distributions of Cash shall be funded from, among other things, the Debtors' Cash on hand (including the proceeds of the DIP Facility), the New Money Consideration, and the proceeds of the Equity Rights Offerings.

#### **5.11 The Exit Facilities**

(a) On the Effective Date, the Credit Bid Purchaser shall execute and deliver the Exit Facility Documents and such documents shall become effective in accordance with their terms. On and after the Effective Date, the Exit Facility Documents shall constitute legal, valid, and binding obligations of the Credit Bid Purchaser and be enforceable in accordance with their respective terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order, and the Credit Bid Purchaser shall be authorized to incur the loans under the Exit Facilities and use the proceeds of such loans, in each case, in accordance with the terms of this Plan and the Exit Facility Documents without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The terms and conditions of the Exit Facility

Documents shall bind the Credit Bid Purchaser and each other Entity that enters into the Exit Facility Documents.

(b) Confirmation shall be deemed approval of the Exit Facility Documents (including the transactions and related agreements contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or Post-Effective Date Debtors, as applicable, in connection therewith), the First Lien Exit Facility Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including any payments under the First Lien Exit Facility Commitment Letter)), and the Second Lien Backstop Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including the Second Lien Backstop Commitment Premium and any other payments under the Backstop Agreement)), and, to the extent not approved by the Bankruptcy Court previously, the Credit Bid Purchaser will be authorized to, without further notice to the Bankruptcy Court, (i) execute and deliver those documents necessary or appropriate to obtain the Exit Facilities, including the Exit Facility Documents, each as applicable, and incur and pay any fees and expenses in connection therewith, and (ii) make any act or take any action under applicable law, regulation, order or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Credit Bid Purchaser may deem to be necessary to enter into the Exit Facility Documents.

(c) On the Effective Date, all of the claims, liens, and security interests to be granted in accordance with the terms of the Exit Facility Documents (i) shall be legal, binding, and enforceable liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (ii) shall be deemed automatically attached and perfected on the Effective Date, subject only to such liens and security interests as may be permitted under the Exit Facility Documents with the priorities established in respect thereof under applicable non-bankruptcy law and the New Intercreditor Agreement, and (iii) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, this Plan, the Confirmation Order or applicable non-bankruptcy law. To the extent provided in the Exit Facility Documents, the Exit Facility Agents are authorized, but not required, to file with the appropriate authorities mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such liens or security interests.

(d) On the Effective Date, the Credit Bid Purchaser, the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent shall enter into the New Intercreditor Agreement substantially in the form contained in the Plan Supplement.

#### **5.12 Apache Definitive Documents.**

(a) On the Effective Date following the consummation of the Plan of Merger and the Effective Time (as defined in the Initial Plan of Merger), FWE I shall be authorized to execute, deliver, and enter into the Apache Definitive Documents, including the Standby Credit Facility Documents, without further (i) notice to or order or other approval of the Bankruptcy

Court, (ii) act or omission under applicable law, regulation, order, or rule, (iii) vote, consent, authorization, or approval of any Person, or (iv) action by the holders of Claims or Interests. The Standby Loan Agreement shall constitute a legal, valid, binding and authorized obligation of FWE I, enforceable in accordance with its terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order. The financial accommodations to be extended pursuant to the Standby Loan Agreement (and other definitive documentation related thereto) are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

(b) FWE I Sole Manager

- (i) Upon the Effective Date, the FWE I Sole Manager shall be appointed. Upon the Effective Date, the new governance structure of FWE I will be set forth in the FWE I LLC Agreement.
- (ii) On and after the Effective Date, the FWE I Sole Manager and Plan Administrator shall mutually cooperate to establish any procedures and protocols as they deem necessary to carry out their respective duties; *provided, however*, that any such procedures and protocols shall be consistent with the terms of this Plan and the Sole Manager Agreement (as defined in the Apache Implementation Agreement).
- (iii) FWE I shall indemnify and hold harmless the FWE I Sole Manager solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the FWE I Sole Manager's gross negligence or willful misconduct.

**5.13 Abandonment of Certain Properties**

Immediately upon the occurrence of the Effective Date, the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties are abandoned pursuant to the Plan without further notice to or order of the Bankruptcy Court pursuant to Sections 105(a) and 554(a) of the Bankruptcy Code and/or deemed rejected pursuant to Section 365 of the Bankruptcy Code, as applicable. The Abandoned Properties shall not be allocated to nor vest in the Post-Effective Date Debtors or NewCo and its subsidiaries, including the Credit Bid Purchaser. Except as otherwise provided in this Plan or the Confirmation Order, the Debtors, their Estates, and the Post-Effective Date Debtors shall not be liable for any obligations whatsoever arising from or relating to the post-Effective Date period with regards to the Abandoned Properties. Nothing in this Plan or the Confirmation Order shall be construed as barring, waiving, or limiting the United States' rights to assert a claim against the Debtors, the Post-Effective Date Debtors or any co-lessees or predecessors in interest with respect to the Abandoned Properties for any decommissioning obligations for the Abandoned Properties.

**5.14 Establishment of Claims Reserve.**

On the Effective Date, the Debtors shall, with the consent of the Requisite FLTL Lenders and the DIP Lenders, establish and fund the Claims Reserve by depositing Cash, in the amount of the Claims Reserve Amount into the Claims Reserve. The Claims Reserve shall be used to pay Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims (to the extent such Claims do not receive other treatment), Allowed Unsecured Trade Claims, and Cure Amounts in accordance with the terms of this Plan. Any amounts remaining in the Claims Reserve after satisfaction of all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, Allowed Unsecured Trade Claims, and Cure Amounts shall constitute Residual Distributable Value.

**5.15 Plan Administrator Expense Reserve.**

On or before the Effective Date, the Plan Administrator shall establish the Plan Administrator Expense Reserve. On the Effective Date, the Plan Administrator shall deposit Cash in the Plan Administrator Expense Reserve Amount into the Plan Administrator Expense Reserve. The Plan Administrator Expense Reserve shall be used by the Plan Administrator solely to satisfy the expenses of the Plan Administrator and the Post-Effective Date Debtors as set forth in this Plan. Any amount remaining in the Plan Administrator Expense Reserve after the dissolution of all the Post-Effective Date Debtors shall constitute Residual Distributable Value. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for the purposes of carrying out its duties under this Plan.

**5.16 Continued Corporate Existence; Effectuating Documents; Further Transactions.**

(a) Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Effective Date as Post-Effective Date Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the Amended Organizational Documents.

(b) On or after the Effective Date (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, without prejudice to the rights of any party to a contract or other agreement with any Post-Effective Date Debtor, each Post-Effective Date Debtor may, in the sole discretion of the Plan Administrator, take such action as permitted by applicable law, the applicable Amended Organizational Documents or other applicable corporate governance documents, the Apache Definitive Documents, any Additional Predecessor Agreement Documents, as such Post-Effective Date Debtor may determine is reasonable and appropriate, including, causing: (i) the consummation of a Divisional Merger(s) as contemplated by the Plan of Merger, (ii) the taking of any action contemplated by any Additional Predecessor Agreement Documents and the consummation thereof (including the formation of a new entity or consummation of a divisional merger), (iii) a Post-Effective Date Debtor to be merged into another Post-Effective Date Debtor or an affiliate of a Post-Effective Date Debtor; (iv) a Post-Effective Date Debtor to be dissolved;



(v) the legal name of a Post-Effective Date Debtor to be changed; (vi) a Post-Effective Date Debtor to convert its form of entity; or (vii) the closure of a Post-Effective Date Debtor's Chapter 11 Case on the Effective Date or any time thereafter, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state, provincial and federal or foreign law).

(c) On the Effective Date or as soon thereafter as is reasonably practicable (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, the Post-Effective Date Debtors, acting through the Plan Administrator, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate the Plan, including, (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and the Plan Supplement and that satisfy the requirements of applicable law and any other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate organizational documents governing the Post-Effective Date Debtors, including the Post-Effective Date Debtors' respective Amended Organizational Documents, and any amendments or restatements thereto, or any documents governing any Post-Effective Date Debtor's reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law and, as necessary, other constituent documents, including, without limitation, the organizational documents governing non-Debtor subsidiaries, as permitted by the laws of their respective states of incorporation; (iv) the Restructuring Transactions; and (v) all other actions that the applicable entities determine to be necessary or appropriate, including, making filings or recordings that may be required by applicable law.

#### **5.17 Corporate Action.**

(a) Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized and approved in all respects, including (i) entry into or execution of the Credit Bid Purchase Agreement and consummation of the transactions contemplated therein, (ii) the assumption or assumption and assignment of executory contracts and unexpired leases as provided herein, (iii) the appointment of the Plan Administrator and the FWE I Sole Manager, (iv) the entry into or execution of the Apache Definitive Documents and all documentation relating thereto, including the Initial Plan of Merger and Standby Credit Facility Documents, (v) the entry into or execution of any Additional Predecessor Agreement Documents and all documentation relating thereto, including any plan of merger, divisional merger, or the creation of a new entity, (vi) entry into or execution of the Exit Facility Documents (and any other documentation related thereto, including the New Intercreditor Agreement), (vii) any other Restructuring Transaction, and (viii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in this Plan involving the corporate or limited liability company structure of the Debtors or the Post-Effective Date Debtors, and any corporate or limited liability company action required by the Debtors or the Post-Effective Date Debtors in connection with

this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Post-Effective Date Debtors.

(b) On or before (as applicable) the Effective Date, the appropriate directors, officers, and managers of the Debtors, the Plan Administrator, or the FWE I Sole Manager, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan). The authorizations and approvals contemplated by this Section 5.17 shall be effective notwithstanding any requirements under nonbankruptcy law.

### **5.18 Cancellation of Existing Securities and Agreements.**

Except for the purpose of evidencing a right to and allowing holders of Claims to receive a distribution under this Plan, and except as otherwise set forth in the Plan, or in the Plan Supplement or any related agreement, instrument, or document, on the Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, reimbursement obligations, and other instruments or documents evidencing or creating any prepetition Claim or Interest (collectively, the “**Cancelled Agreements**”) (except that the following shall not be Cancelled Agreements: (i) the agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing certain Intercompany Interests not modified by the Plan and any rights of any holder in respect thereof and (ii) the Decommissioning Agreement, and any and all bonds and letters of credit constituting Decommissioning Security) shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided, however*, that each of the Cancelled Agreements shall continue in effect solely for the purposes of, (x) allowing holders of Claims or Interests to receive distributions under the Plan on account of such Claims or Interests and (y) allowing and preserving the rights of the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Agents, the Prepetition SLTL Administrative Agent, and the DIP Agent, as applicable, to (1) make distributions on account of such Claims or Interests; (2) maintain, enforce, and exercise their respective liens, including any charging liens, as applicable, under the terms of the applicable agreements, or any related or ancillary document, instrument, agreement, or principle of law, against any money or property distributed or allocable on account of such Claims, as applicable; (3) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation of the Plan required to be paid pursuant to the applicable agreement; (4) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or any other claim or entitlement that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Agents, the Prepetition SLTL Administrative Agent, and the DIP Agent may have under this Plan, the applicable credit agreements, collateral agreements, pledge agreements, direction letters or other related documents; and (5) appear and raise issues in these Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court after the Effective Date on matters relating to this Plan or the applicable credit agreements; *provided, further*, that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Agents, the Prepetition SLTL Administrative Agent, and the DIP Agent

may take such further action to implement the terms of the Plan, including the Restructuring Transactions, as agreed to with the Debtors or the Post-Effective Date Debtors, as applicable to the extent not inconsistent with the Confirmation Order or this Plan.

#### **5.19 Cancellation of Certain Existing Security Interests.**

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or the Post-Effective Date Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

Except, for the avoidance of doubt, with respect to any mortgages, deeds of trust, Liens, pledges, and any other security interests of the Prepetition FLFO Administrative Agent or the Exit Facility Agents, after the Effective Date and in accordance with the terms of the Confirmation Order, the Debtors or the Post-Effective Date Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to any Claim or Interest, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Prepetition Agents, including, without limitation, UCC-3 termination statements and mortgage release documentation.

#### **5.20 Intercompany Interests; Corporate Reorganization.**

To the extent reinstated under the Plan, on the Effective Date, the Intercompany Interests (a) shall be reinstated for the ultimate benefit of the holders of Claims and Interests as set forth in the Plan (b) without the need for any further corporate action or approval of any board of directors, board of managers, managers, management, or stockholders of any Debtor or Post-Effective Date Debtor, as applicable, the certificates and all other documents representing the Intercompany Interests shall be deemed to be in full force and effect.

#### **5.21 Restructuring Transactions.**

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, acting through the Plan Administrator, or the FWE I Sole Manager, as applicable, may take all actions consistent with the Plan and the Confirmation Order, as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan.

#### **5.22 Liquidating Trust.**

In the event the Plan Administrator determines, in its discretion, that to carry out and implement the provisions of this Plan certain assets should be transferred to a liquidating trust for the benefit of one or more classes of Claims, (1) the terms of the liquidating trust shall

be set forth in a liquidating trust agreement, (2) the liquidating trust shall be structured to qualify as a “liquidating trust” within the meaning of Treasury Regulations section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code of which the holders of Claims who become the liquidating trust beneficiaries (as determined for U.S. federal income tax purposes) are the owners and grantors, consistent with the terms of the Plan, (3) the sole purpose of the liquidating trust shall be the liquidation and distribution of the assets transferred to the liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), including the resolution of Claims, with no objective to continue or engage in the conduct of a trade or business, (4) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the holders of Allowed Claims, as applicable, followed by the deemed transfer of such assets to the liquidating trust), (5) all parties shall report consistently with the valuation of the assets transferred to the liquidating trust as determined by the trustee of the liquidating trust (or its designee), (6) the trustee of the liquidating trust shall be responsible for filing returns for the trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a), and (7) the trustee of the liquidating trust shall annually send to each holder of an interest in the liquidating trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the trustee of the liquidating trust of a private letter ruling if the trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the trustee), the trustee of the liquidating trust may timely elect to (y) treat any portion of the liquidating trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulations section 1.468B-9 (and make any appropriate elections) and (z) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made, (i) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing, and (ii) any tax imposed on the liquidating trust with respect to assets allocable to Disputed Claims (including any earnings thereon and any gain recognized upon the actual or deemed disposition of such assets) will be payable out of such assets and, in the event of insufficient Cash to pay any such taxes, the trustee of the liquidating trust may sell all or part of such assets to pay the taxes. The trustee of the liquidating trust may request an expedited determination of taxes of the liquidating trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the liquidating trust for all taxable periods through the dissolution of the liquidating trust.

### **5.23 Securities Exemptions.**

(a) The offer, issuance, and distribution of the New Equity Interests (other than the Backstop Commitment Premium Equity Interests, the New Money Warrants, or any New Equity Interests issued upon exercise of the New Money Warrants or under the Management Incentive Plan), the Subscription Rights, the SLTL Warrants, and the GUC Warrants to holders of Allowed FLTL Claims, Allowed SLTL Claims, and General Unsecured Claims, as applicable, under Article IV of this Plan, and the New Equity Interests issued upon exercise of the Subscription Rights, the SLTL Warrants, or the GUC Warrants, shall be exempt,

pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code. The New Equity Interests, the Subscription Rights, the SLTL Warrants, and GUC Warrants issued pursuant to section 1145(a) of the Bankruptcy Code may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

(b) The issuance and sale of the Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) under this Plan shall be exempt from registration under the Securities Act or any other applicable securities laws to the fullest extent permitted by section 4(a)(2) of the Securities Act and/or Regulation D thereunder. The Backstop Commitment Premium Equity Interests, and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) issued in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, will be considered “restricted securities” and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 of the Securities Act.

(c) None of the Debtors, NewCo and its subsidiaries (including the Credit Bid Purchaser), or any other Person shall be required to provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants, under applicable securities laws. DTC and any transfer agent (as applicable) shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services (to the extent applicable).

(d) Notwithstanding anything to the contrary in this Plan, no Person (including DTC and any transfer agent) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including whether the New Equity Interests (including any New Equity Interests issued upon exercise of the Subscription Rights, the New Money Warrants, the SLTL Warrants or the GUC Warrants), the Subscription Rights, the New Money Warrants, the SLTL Warrants, or the GUC Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.



**5.24 Closing of Chapter 11 Cases.**

After the Effective Date, the Plan Administrator shall be authorized, but not directed, to submit an order to Bankruptcy Court under certification of counsel that is in form and substance acceptable to the U.S. Trustee that closes and issues a final decree for each of the Chapter 11 Cases.

**ARTICLE VI. DISTRIBUTIONS.**

**6.1 Distributions Generally.**

The Plan Administrator shall make all Distributions to the appropriate holders of Allowed Claims in accordance with the terms of this Plan.

**6.2 No Postpetition Interest on Claims.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise specifically provided for in the Plan, the Confirmation Order, or another order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

**6.3 Date of Distributions.**

Except as otherwise provided in this Plan, the Plan Administrator shall make Plan Distributions to holders of Allowed Claims after (a) funding of the Professional Fee Escrow and (b) satisfaction in full or establishment of reserves sufficient to pay claims in the Claims Reserve, as soon as reasonably practicable after the Effective Date and thereafter, the Plan Administrator shall from time to time determine the subsequent Distribution Dates.

**6.4 Distribution Record Date.**

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors nor the Plan Administrator shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Plan Administrator shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.



**6.5 Distributions after Effective Date**

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

**6.6 Delivery of Distributions.**

Subject to Bankruptcy Rule 9010, the Plan Administrator shall make all Distributions to any holder of an Allowed Claim as and when required by this Plan at (a) the address of such holder on the books and records of the Debtors or their agents or (b) at the address in any written notice of address change delivered to the Debtors or the Plan Administrator, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001. In the event that any Distribution to any holder is returned as undeliverable, no Distribution or payment to such holder shall be made unless and until the Plan Administrator has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such Distribution shall be made to such holder without interest.

**6.7 Unclaimed Property.**

One year from the later of: (a) the Effective Date and (b) the date that is ten (10) Business Days after the date a Claim is first Allowed, all distributions that remain payable on account of such Claim shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Post-Effective Date Debtors or their successors or assigns, and all claims of any other Person (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Post-Effective Date Debtors and the Plan Administrator shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

For the avoidance of doubt, a distribution shall be deemed unclaimed if a holder has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Post-Effective Date Debtors or the Plan Administrator of an intent to accept a particular distribution; (c) responded to the Debtors', the Post-Effective Date Debtors', or the Plan Administrator's requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

**6.8 Satisfaction of Claims.**

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

**6.9 Manner of Payment under Plan.**

Except as specifically provided herein, at the option of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, any Cash payment to be made

under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

**6.10 De Minimis Cash Distributions.**

The Plan Administrator shall not be required to make any payment to any holder of an Allowed Claim on any Distribution Date of Cash in an amount less than one-hundred dollars (\$100); *provided, however*, that if any Plan Distribution is not made pursuant to this Section 6.10, such Distribution shall be added to any subsequent Plan Distribution to be made on behalf of the holder's Allowed Claim. The Plan Administrator shall not be required to make any final Plan Distributions of Cash in an amount less than fifty dollars (\$50) to any holder of an Allowed Claim. If the amount of any final Plan Distributions to holders of Allowed Claims would be fifty dollars (\$50) or less, then no further Plan Distribution shall be made by the Plan Administrator and any surplus Cash shall be donated and distributed to a Tax Code § 501(c)(3) tax-exempt organization selected by the Plan Administrator.

**6.11 No Distribution in Excess of Amount of Allowed Claim.**

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim.

**6.12 Allocation of Distributions Between Principal and Interest.**

Except with respect to the FLFO Claims of the Prepetition FLFO Secured Parties or as otherwise required by law, consideration received in respect of an Allowed Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest.

**6.13 Setoffs and Recoupments.**

Each Post-Effective Date Debtor, or such entity's designee as instructed by such Post-Effective Date Debtor or the Plan Administrator, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim any and all claims, rights, and Causes of Action that a Post-Effective Date Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date to the extent such setoff or recoupment is either (a) agreed in amount among the relevant Post-Effective Date Debtor(s), and holder of the Allowed Claim or (b) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any claims, rights, or Causes of Action that a Post-Effective Date Debtor or its successor or assign may possess against such holder.

**6.14 Withholding and Reporting Requirements.**

(a) *Withholding Rights.* In connection with this Plan, any party issuing any instrument or making any Plan Distribution described in this Plan shall comply with all applicable tax withholding and reporting requirements imposed by any Governmental Unit, and all Plan Distributions pursuant to this Plan and all related agreements shall be subject to any such withholding or reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a Plan Distribution pursuant to this Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, income, withholding, and other taxes, on account of such Plan Distribution. Any party issuing any instrument or making any Plan Distribution pursuant to this Plan has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Notwithstanding any provision in the Plan to the contrary, any party issuing any instrument or making any Plan Distribution pursuant to this Plan shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate.

(b) *Forms.* Any party entitled to receive any property as an issuance or Plan Distribution under this Plan shall, upon reasonable request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator (which entity shall subsequently deliver to the Plan Administrator or such other Person any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or (if the payee is a non-U.S. Person) Form W-8, unless such Person is exempt under the Tax Code and so notifies the Plan Administrator or such other Person. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the holder fails to comply before the date that is 210 days after the request is made, the amount of such Plan Distribution shall irrevocably revert to the Debtors and any Claim in respect of such Plan Distribution shall be discharged and forever barred from assertion against any Debtor and its respective property.

**6.15 Claims Paid by Third Parties.**

The Plan Administrator shall reduce in full a Claim, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtors or the Post-Effective Date Debtors. If a holder of a Claim receives a Distribution from the Debtors or the Post-Effective Date Debtors on account of such Claim and also receives payment from a third party on account of such Claim, such holder shall, within fourteen (14) days of receipt thereof, repay or return the Plan Distribution to the Debtors or the Post-Effective Date Debtors, to the extent the holder's total recovery on account of such Claim from the third party and under this Plan exceeds the total Allowed amount of such Claim as of the date of any such Plan Distribution under this Plan. The failure of such holder to timely repay or return such Distribution shall result in the holder owing the Post-Effective Date Debtors interest on such

amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

**6.16 Claims Payable by Third Parties.**

No Distributions shall be made on account of an Allowed Claim that is payable pursuant to one of the insurance policies to which the Debtors' are a beneficiary until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy; *provided, however*, that this Section 6.16 shall not restrict Plan Distributions on an Allowed Claim that is Allowed in an amount that does not exceed an applicable self-insured retention or deductible amount under one or more such insurance policies. To the extent that one or more of the insurers agrees to satisfy a Claim in whole or in part, then immediately upon such insurers' satisfaction, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims register by the Plan Administrator without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

**ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS.**

**7.1 Allowance of Claims.**

Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), Allowing such Claim. On and after the Effective Date, each of the Debtors or the Post-Effective Date Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date.

**7.2 Claims Objections.**

Except insofar as a Claim is Allowed under the Plan, the Debtors or the Post-Effective Date Debtors (acting through the Plan Administrator), as applicable, shall be entitled to object to Claims. Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Post-Effective Date Debtors and the Plan Administrator shall have the authority (a) to file, withdraw, or litigate to judgment objections to Claims; (b) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) to administer and adjust the Debtors' claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

**7.3 Estimation of Claims.**

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, and the Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or

whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation of the amount of such Claim, the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated.

#### **7.4 Adjustment to Claims Register Without Objection.**

Any duplicate Claim or Interest or any Claim or Interest that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the claims register by the Debtors or the Post-Effective Date Debtors (at the direction of the Plan Administrator) upon stipulation between the parties in interest without a Claims objection having to be filed and without any further notice or action, order, or approval of the Bankruptcy Court.

#### **7.5 Time to File Objections to Claims.**

Any objections to a Claim shall be filed on or before the date that is the later of (a) 180 days after the Effective Date and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion by the Post-Effective Date Debtors, as such deadline may be extended from time to time.

#### **7.6 Disallowance of Claims.**

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Post-Effective Date Debtors.

#### **7.7 Amendments to Claims.**

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court, and the Post-Effective Date Debtors.

**7.8 No Distributions Pending Allowance.**

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

**7.9 Distributions After Allowance.**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator shall provide to the holder of such Allowed Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

**7.10 Claims Resolution Procedures Cumulative.**

All of the Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved in accordance with the Plan or any mechanism approved by the Bankruptcy Court.

**ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.****8.1 General Treatment.**

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Sections 8.4 or 8.5 of the Plan; or (v) is identified for assumption on the Schedule of Assumed Contracts included in the Plan Supplement, which Schedule of Assumed Contracts will identify executory contracts or unexpired leases for assumption and assignment to the Credit Bid Purchaser in accordance with the Credit Bid Purchase Agreement. To the extent the Decommissioning Agreement is an executory contract, it will be assumed and become the obligation of FWE I under the Initial Plan of Merger.

(b) Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assignments and rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory



contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) To the maximum extent permitted by law, to the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such executory contract or unexpired lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto.

(d) Subject to the terms of the Credit Bid Purchase Agreement, the Debtors reserve the right, on or before 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing, or such other time as may be agreed in writing between the Debtors and the applicable counterparty, to amend the Schedule of Assumed Contracts to add or remove any executory contract or unexpired lease; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing; *provided, further* that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may amend the Schedule of Assumed Contracts to add or delete any executory contracts or unexpired leases after such date to the extent agreed with the relevant counterparties and entry of an order of the Bankruptcy Court.

## **8.2 Determination of Cure Amounts and Deemed Consent.**

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date in accordance with the terms of the Credit Bid Purchase Agreement or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least ten (10) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned reflecting the Debtors’ intention to potentially assume or assume and assign to the Credit Bid Purchaser in accordance with the terms of the Credit Bid Purchase Agreement the contract or lease in connection with this Plan or the Credit Bid Purchase Agreement and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed

assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor, or any Post-Effective Date Debtor, under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor, or Post-Effective Date Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 8.2(b), shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

(c) If there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court before such assumption being effective; provided, that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors or Post-Effective Date Debtors, as applicable, may settle any Assumption Dispute without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(d) To the extent an Assumption Dispute relates solely to the Cure Amount, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease before the resolution of the Assumption Dispute; *provided*, that the Post-Effective Date Debtors or Credit Bid Purchaser, as applicable shall be responsible to pay the determined amount to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party. The Debtors or Post-Effective Date Debtors, as applicable, subject to the terms of the Credit Bid Purchase Agreement, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(e) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Person, upon the assumption of such executory contract or unexpired leases.

### **8.3 Rejection Damages Claims.**

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated in Class 6B (General Unsecured Claims). A proof of such Claim must be filed with the Bankruptcy Court and served upon counsel for the Debtors, Post-Effective Date Debtor, or the Plan Administrator, as applicable, by the later of (i) thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date; and (ii) thirty (30) days after entry of an Order rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.

### **8.4 Survival of the Debtors' Indemnification Obligations.**

Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any Indemnification Obligation to indemnify current and former officers, directors, members, managers, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (a) remain in full force and effect, (b) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (c) not be limited, reduced or terminated after the Effective Date, and (d) survive unimpaired and unaffected irrespective of whether such Indemnification Obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Post-Effective Date Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action that are not indemnified by such Indemnification Obligation. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

### **8.5 Insurance Policies.**

(a) All insurance policies to which any Debtor is a party as of the Effective Date, including any D&O Policy, shall be deemed to be and treated as executory contracts and shall be assumed by and vest in the applicable Debtors or the Post-Effective Date Debtors and shall continue in full force and effect thereafter in accordance with their respective terms. Coverage for defense and indemnity under the D&O Policy shall remain available to all individuals within the definition of "Insured" in any D&O Policy.

(b) In addition, after the Effective Date, the Post-Effective Date Debtors or Plan Administrator shall not terminate or otherwise reduce the coverage under any D&O Policy (including any "tail policy") in effect as of the Petition Date, and any current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such D&O Policy for the full term of such policy regardless of whether such members,

managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

**8.6 Modifications, Amendments, Supplements, Restatements, or Other Agreements.**

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instruments, or other document is listed in any notices of assumed contracts.

**8.7 Reservation of Rights.**

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Post-Effective Date Debtors or their respective affiliates has any liability thereunder.

(b) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Post-Effective Date Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Post-Effective Date Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(a) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under the Plan, the Debtors or the Post-Effective Date Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

**ARTICLE IX. CONDITIONS PRECEDENT TO OCCURRENCE OF EFFECTIVE DATE.**

**9.1 Conditions Precedent to Effective Date.**

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with the Plan:

(a) the Plan Supplement has been filed;

(b) the Bankruptcy Court shall have entered the Confirmation Order, which order shall be a Final Order;

(c) the Definitive Documents shall be (i) consistent with the Restructuring Support Agreement and otherwise acceptable to the parties thereto consistent with their respective consent and approval rights as set forth in the Restructuring Support Agreement [and (ii) acceptable to the Prepetition FLFO Administrative Agent and the First Lien Exit Facility Agent solely to the extent provided and consistent with their consent and approval rights as set forth in this Plan;

(d) the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect;

(e) all conditions precedent to the effectiveness of the Apache Definitive Documents shall have been satisfied or waived by the party having the right to waive the same;

(f) the Debtors shall have implemented the Restructuring Transactions and all other transactions contemplated by the Plan and the Restructuring Support Agreement in a manner consistent in all respects with the Plan and Restructuring Support Agreement;

(g) the Amended Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(h) the NewCo Organizational Documents shall become effective and in full force and effect as of the Effective Date;

(i) the conditions precedent to the effectiveness of the First Lien Exit Facility Commitment Letter shall have been satisfied or duly waived in writing;

(j) the conditions precedent to the effectiveness of the Second Lien Backstop Commitment Letter shall have been satisfied or duly waived in writing;

(k) the conditions precedent to the effectiveness of the FLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing;

(l) the conditions precedent to the effectiveness of the SLTL ERO Backstop Agreement shall have been satisfied or duly waived in writing

(m) the conditions precedent to the effectiveness of the First Lien Exit Facility (as determined in the First Lien Exit Facility Documents and the First Lien Exit Facility Commitment Letter) shall have been satisfied or duly waived in writing and the First Lien Exit Facility Lenders and the First Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(n) the conditions precedent to the effectiveness of the Second Lien Exit Facility (as determined in the Second Lien Exit Facility Documents and the Second Lien Backstop Commitment Letter) shall have been satisfied or duly waived in writing and the Second

Lien Exit Facility Lenders and the Second Lien Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;

(o) the New Intercreditor Agreement shall have been executed and delivered by each of the parties thereto;

(p) the Equity Rights Offerings shall have been consummated;

(q) the conditions precedent to the effectiveness of the Credit Bid Purchase Agreement shall have been satisfied or duly waived in writing in accordance with the terms of the Credit Bid Purchase Agreement and the Credit Bid Transaction Closing shall have occurred or will occur simultaneously with the effectiveness of the Plan, including, without limitation, payment of the New Money Consideration by Buyers to Sellers at Closing pursuant to the terms thereof;

(r) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents (other than any such authorization, consent, regulatory approval, ruling, or document that is customarily obtained or completed after assignment, conveyance or vesting of an applicable Asset) that, after giving effect to the entry of the Confirmation Order, are necessary to implement and effectuate the Plan, including Bankruptcy Court approval, and each of the other transactions contemplated by the Restructuring, and such authorizations, consents, regulatory approvals, rulings, or documents shall not be subject to unfulfilled conditions and shall be in full force and effect, and all applicable regulatory waiting periods shall have expired;

(s) no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred; and

(t) all Restructuring Expenses shall have been indefeasibly paid in full in accordance with Section 2.6.

## **9.2 Waiver of Conditions Precedent.**

(a) With the prior written consent of the Required DIP Lenders, the Requisite FLTL Lenders, the conditions precedent to the occurrence of the Effective Date set forth in Section 9.1 of the Plan may be waived, in whole or in part, by the Debtors, without leave of or order of the Bankruptcy Court; *provided that*, a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(c), (d), (e), and (f) of the Plan shall also require the prior written consent of the Apache PSA Parties; *provided, further*, that a waiver of any of the conditions precedent to the occurrence of the Effective Date in Section 9.1 above shall also require the prior written (i) consent of the Prepetition FLFO Administrative Agent and the Exit First Lien Agent for all conditions precedent other than Section 9.1(d),(r), and (s) and (ii) reasonable consent for the conditions precedent in Section 9.1(r) and (s); *provided, further*, that a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(l), (p) and (t) shall also require the prior written consent of the Requisite SLTL Lenders. If any such condition precedent is waived pursuant to this section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such



waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the “equitable mootness” doctrine, and the occurrence of the Effective Date shall foreclose any ability to challenge the Plan in any court. If the Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred before the taking of any other such action.

(c) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

### **9.3 Effect of Failure of a Condition.**

If the conditions listed in Section 9.1 of the Plan are not satisfied or waived in accordance with Section 9.2 of the Plan on or before the Effective Date, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Person, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Consenting Creditors, or any other Person.

## **ARTICLE X. EFFECT OF CONFIRMATION.**

### **10.1 Binding Effect.**

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of the Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder’s respective successors and assigns, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

### **10.2 Vesting of Assets.**

Except as otherwise provided in the Plan, the Confirmation Order, or any Plan Supplement, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or the Post-Effective Date Debtors during the Chapter 11 Cases or under or in connection with the Plan shall vest in each respective Post-Effective Date Debtor free and clear of all Claims, Liens, charges, other encumbrances, and interests (other than any and all Liens securing the FLFO Claims or the obligations under the First Lien Exit Facility). Subject to the terms of the Plan, on and after the Effective Date, the Post-Effective Date Debtors

and Plan Administrator may operate their businesses and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Post-Effective Date Debtors may pay the charges that they incur on or after the Confirmation Date for Professional Persons' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

### **10.3 Discharge of Claims Against and Interests in Debtors.**

Upon the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, the distributions, rights and treatment to be made under the Plan, shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, any obligations incurred in connection with or related to bonds and letters of credit (and any related agreements) issued before the Petition Date on behalf of the Debtors, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a proof of claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default or "event of default" by the Debtors or affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest, and any affiliate of such holder, shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose before the Effective Date. Except as otherwise provided in the Plan, upon the Effective Date, all such holders of Claims and Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Post-Effective Date Debtor

**10.4 Pre-Confirmation Injunctions and Stays.**

Unless otherwise provided in the Plan or a Final Order of the Bankruptcy Court, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

**10.5 Injunction Against Interference With Plan.**

Except as otherwise provided in the Plan or in the Confirmation Order, upon the entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Effective Date.

**10.6 Plan Injunction.**

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

**10.7 Releases.**

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL

ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (IV) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND



DISCHARGED BY THE RELEASING PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE RELEASING PARTIES OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL,



PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) *Release of Liens.* Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Initial Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

**10.8 Exculpation.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES,

**EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.****10.9 Injunction Related to Releases and Exculpation.**

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

**10.10 Subordinated Securities Claims.**

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments thereof under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**10.11 Retention of Causes of Action and Reservation of Rights.**

(a) Except as otherwise provided in the DIP Order or Plan, including Sections 10.5, 10.6, 10.7, 10.8 and 10.9, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. The Post-Effective Date Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

(b) Notwithstanding Section 10.11(a), on the Effective Date, the Post-Effective Date Debtors shall be deemed to have released all preference actions pursuant to section 547 of the Bankruptcy Code against the holders of Unsecured Trade Claims and General Unsecured Claims (in each case, solely in their capacity as holders of Unsecured Trade Claims and General Unsecured Claims, as applicable).

**10.12 Ipso Facto and Similar Provisions Ineffective.**

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates

an obligation of the Debtor as a result of, or gives rise to a right of any entity based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation; or (d) the Restructuring.

### **10.13 Indemnification and Reimbursement Obligations.**

For purposes of the Plan, (a) Indemnification Obligations to current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity before, on or subsequent to the Petition Date shall be assumed by the Post-Effective Date Debtors and (b) Indemnification Obligations of the Debtors arising from services as current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity during the period from and after the Petition Date shall be Administrative Expense Claims. In addition, after the Effective Date, the Post-Effective Date Debtors shall not terminate or otherwise reduce the coverage under any current and former directors', officers', members', managers', agents' or employees' insurance policies (including any "tail policy") in effect as of the Petition Date, and all current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

## **ARTICLE XI. RETENTION OF JURISDICTION.**

### **11.1 Retention of Jurisdiction.**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person or other Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims;

(j) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate the Plan, including any release, exculpation, or injunction provisions set forth in the Plan, following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether a Person or entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

(r) to recover all Assets of the Debtors and property of the Estates, wherever located;

(s) to hear and determine matters related to the DIP Facility and the DIP Order; and

(t) to enter a final decree closing each of the Chapter 11 Cases.

Notwithstanding anything in this Article XI to the contrary, as of the Effective Date, the Exit Facility Documents and any other documents related thereto, including the New Intercreditor Agreement, shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS.**

### **12.1 Payment of Statutory Fees**

On the Effective Date and thereafter as may be required, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay all Statutory Fees that are due and payable, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for each Debtor's case. The obligations under this Section 12.1 shall remain for each Debtor until such time as a final decree is entered closing the Chapter 11 Case for such Debtor, a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing such Debtor's Chapter 11 Case is entered.

### **12.2 Exemption from Certain Transfer Taxes.**

Pursuant to and to the fullest extent permitted by section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust or other security interest, (c) all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, (d) any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, (e) the grant of collateral under the Standby Loan Agreement and (f) the issuance, renewal, modification or securing of indebtedness by such means, and the making,



delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, parish, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

### **12.3 Request for Expedited Determination of Taxes.**

The Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

### **12.4 Dates of Actions to Implement Plan.**

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

### **12.5 Amendments.**

(a) **Plan Modifications.** Subject to (i) the consent rights set forth in the Restructuring Support Agreement, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, the Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to the Plan, the Debtors, with (i) the consent of the Required DIP Lenders, and the Requisite FLTL Lenders, (ii) the reasonable consent of the Creditors' Committee solely to the extent that it adversely impacts the holders of General Unsecured Claims or Unsecured Trade Claims, and (iii) the reasonable consent of the Prepetition FLFO Administrative Agent, may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of the Plan, and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented. The Debtors, subject to (i) the consent of the Required DIP Lenders and the Requisite FLTL Lenders and (ii) the applicable consent rights of the Prepetition FLFO Administrative Agent, shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with the terms of the Plan and the

Restructuring Support Agreement or the First Lien Exit Facility Commitment Letter, as applicable, through the Effective Date.

(b) Certain Technical Amendments. Before the Effective Date, the Debtors, subject to the consent rights set forth in the Restructuring Support Agreement, may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court.

#### **12.6 Revocation or Withdrawal of Plan.**

The Debtors reserve the right to revoke or withdraw the Plan before the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the Plan has been revoked or withdrawn before the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person; (ii) prejudice in any manner the rights of such Debtor or any other Person; or (iii) constitute an admission of any sort by any Debtor or any other Person.

#### **12.7 Severability.**

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with this section, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Post-Effective Date Debtors (as the case may be) and (c) nonseverable and mutually dependent.

#### **12.8 Governing Law.**

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Supplement document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

**12.9 Immediate Binding Effect.**

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Post-Effective Date Debtors, the holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns.

**12.10 Successors and Assigns.**

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Person.

**12.11 Entire Agreement.**

On the Effective Date, the Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

**12.12 Computing Time.**

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**12.13 Exhibits to Plan.**

All exhibits, schedules, supplements, and appendices to the Plan (including any other documents to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date) are incorporated into and are a part of the Plan as if set forth in full in the Plan.

**12.14 Notices.**

All notices, requests, and demands hereunder shall be in writing (including by facsimile or email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(a) If to the Debtors:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway, S. Suite 1200  
Houston, Texas 77042  
Attention: Michael Dane and Thomas R. Lamme

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for the Debtors*

(b) If to the DIP Lenders or FLTL Lenders:

DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, NY 10017  
Attn: Damian Schaible, Esq. and Natasha Tsiouris, Esq.  
Telephone: (212) 450-4000  
Facsimile: (212) 701-5800

(c) If to the Post-Effective Date Debtors:

[Plan Administrator]  
[Plan Administrator Address]

– and –

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

*Attorneys for Post-Effective Date Debtors*

A notice is deemed to be given and received (a) if sent by first-class mail, personal delivery, or courier, on the date of delivery if it is a Business Day and the delivery was made before 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt; *provided* that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a notice will be assumed not to be changed.

After the occurrence of the Effective Date, the Post-Effective Date Debtors and Plan Administrator have authority to send a notice to entities that to continue to receive

documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Post-Effective Date Debtors are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those entities that have filed such renewed requests.

**12.15 Reservation of Rights.**

Except as otherwise provided herein, the Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision of the Plan, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of (a) the Debtors with respect to any Claims or Interests before the Effective Date or (b) any holder of a Claim or Interest or other entity before the Effective Date.

**12.16 Dissolution of Creditors' Committee.**

On the Effective Date, the Creditors' Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases, provided that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications, and any relief related thereto, for compensation by Professional Persons retained in the Chapter 11 Cases pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and (b) any appeals of the Confirmation Order or other appeals to which the Creditors' Committee is a party.

*[Remainder of Page Intentionally Left Blank]*

Dated: April 9, 2021  
Houston, Texas

Respectfully submitted,

**FIELDWOOD ENERGY LLC**

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**FIELDWOOD ENERGY INC.**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**FIELDWOOD ENERGY OFFSHORE LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**FIELDWOOD ONSHORE LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**FIELDWOOD SD OFFSHORE LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

*[Signature Page to Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors]*



**FIELDWOOD OFFSHORE LLC**

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**DYNAMIC OFFSHORE RESOURCES NS, LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**FW GOM PIPELINE, INC.**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**GOM SHELF LLC**

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**BANDON OIL AND GAS GP, LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

*[Signature Page to Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors]*

**BANDON OIL AND GAS, LP**

By: Bandon Oil and Gas, LLC, its general partner

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**FIELDWOOD ENERGY SP LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**GALVESTON BAY PIPELINE LLC**

By: Fieldwood Onshore LLC, its managing member

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**GALVESTON BAY PROCESSING LLC**

By: Fieldwood Onshore LLC, its managing member

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

*[Signature Page to Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors]*

**Exhibit B**

**Leases, Rights of Way and Rights of Use and Easement Related to  
Purchased Oil & Gas Lease Interests**

**Purchased Oil & Gas Lease Interests\***

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
AT 023	G35015	Federal	RT	8/1/2013	5,760	Murphy E&P USA	8%	PRIMARY	
BS 25	G31442	Federal	RT	2/1/2008	2,079	Tana Exp	25%	UNIT	
BS 25	SL19718	SL-LA	WI	7/9/2008	154	Tana Exp	25%	Active	
BS 45	SL15683	SL-LA	WI A	4/14/1997	-	Southern Oil of Louisiana	38%	UNIT	[2]
BS 52	SL17675	SL-LA	WI A	12/16/2002	-	Southern Oil of Louisiana	38%	UNIT	[3]
BS 52	SL17860	SL-LA	WI	8/18/2003	-	Southern Oil of Louisiana	15%	UNIT	
EC 345	G15156	Federal	ORRI	8/1/1995	2,500	Talos ERT	1%	PROD (production)	

\* The Debtors and the Consenting FLTL Lenders reserve the right to amend, modify, or supplement this schedule subject to any consent rights under the Restructuring Support Agreement.

- [1] Represents leases in which the Credit Bid Purchaser is to acquire all of the Debtors' right, title and interest in such lease (less and except the right, title and interest acquired by FWE from Apache and/or held by GOM Shelf); as to all remaining leases on this schedule (except those referenced in footnotes [5]-[7] below), the Credit Bid Purchaser is to obtain all of the Debtors' right, title and interest in such leases.
- [2] This lease has different ownership in 4 different portions, and a Seller (Fieldwood Offshore) has a working interest (37.5%) in only one of these 4 portions.
- [3] This lease has different ownership in 3 different portions, and a Seller (Fieldwood Offshore) has a working interest (37.5%) in only one of these 3 portions.
- [4] Fieldwood Energy Offshore has two ORRIs: a 1.225% ORRI from assignment filed with BOEM 2/09/2015 and another 3.43% (or 49% of 7%) ORRI that is granted each year. However, as to the SS 005 ST01 well, its combined ORRI is only 3.92% until 5.8 million barrels of oil equivalent from this well.
- [5] The Credit Bid Purchaser to acquire record title solely as to the W/2 and SE/4 of the block. The record title and the Debtors' operating rights solely as to the NE/4 of the block are to be abandoned.
- [6] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in this lease are to be abandoned.
- [7] Represents leases where the Credit Bid Purchaser is to acquire solely the Debtors' overriding royalty interests; the Debtors' remaining interests in these leases are to be abandoned.

**Legend:** OP 1- Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 6 - Operating Rights 6; ORRI - Overriding Royalty Interest; RT A - Record Title A; RT B - Record Title B; WI - Working Interest; WI A - Working Interest A

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
								ceased 4/28/20)	
EW 1009	G34878	Federal	RT	8/1/2013	5,760	Fieldwood En	50%	UNIT	
EW 1010	G34879	Federal	RT	8/1/2013	5,760	Fieldwood En	50%	UNIT	
EW 1011	G34880	Federal	RT	8/1/2013	1,500	Fieldwood En	50%	UNIT	
EW 789	G35805	Federal	ORRI	7/1/2016	5,760	Walter O&G	1%	UNIT	
EW 790	G33140	Federal	OP 1	7/1/2009	5,753	Fieldwood En	100%	UNIT	
EW 790	G33140	Federal	OP 2	7/1/2009	5,753	Fieldwood En	100%	UNIT	
EW 790	G33140	Federal	ORRI	7/1/2009	5,753	Walter O&G	1%	UNIT	
EW 790	G33140	Federal	ORRI	7/1/2009	5,753	Walter O&G	1%	UNIT	
EW 828	G35806	Federal	RT	6/1/2016	3,731	Fieldwood En Off	100%	PRIMARY	
EW 834	G27982	Federal	ORRI	7/1/2006	5,760	Walter O&G	1%	UNIT	
EW 835	G33707	Federal	ORRI	5/1/2010	364	Walter O&G	1%	UNIT	
GC 039 B	G36476	Federal	RT	9/1/2013	450	Fieldwood En	50%	PRIMARY	
GC 040	G34536	Federal	RT	11/1/2012	5,760	Fieldwood En	50%	UNIT	
GC 041	G34537	Federal	RT	10/1/2012	1,783	Fieldwood En	50%	UNIT	
GC 064	G34539	Federal	RT	8/1/2012	5,760	Fieldwood En Off	49%	PROD	
GC 065	G05889	Federal	OP	7/1/1983	5,760	Fieldwood En Off	49%	UNIT	
GC 108	G14668	Federal	OP	7/1/1994	5,760	Fieldwood En Off	49%	UNIT	
GC 109	G05900	Federal	OP	7/1/1983	5,760	Fieldwood En Off	49%	UNIT	
GC 153	G36814	Federal	RT	11/1/2019	5,760	Fieldwood En	100%	PRIMARY	
GC 198	G36021	Federal	RT	6/1/2017	5,760	Fieldwood En Off	100%	PRIMARY	
GC 200	G12209	Federal	OP	5/1/1990	5,760	Fieldwood En Off	53%	UNIT	
GC 200	G12209	Federal	RT	5/1/1990	5,760	Fieldwood En Off	100%	UNIT	
GC 201	G12210	Federal	ORRI	5/1/1990	5,760	LLOG Exp Off	5%	UNIT	
GC 201	G12210	Federal	RT	5/1/1990	5,760	Fieldwood En Off	100%	UNIT	[5]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
GC 238	G26302	Federal	ORRI	7/1/2004	5,760	Talos ERT	3%	PROD	
GC 238	G26302	Federal	OP	7/1/2004	5,760	BHP Billiton Pet GOM	40%	PROD	
GC 243	G20051	Federal	ORRI	7/1/1998	5,760	Walter O&G	5%	PROD	[4]
GC 244	G11043	Federal	RT	5/1/1989	5,760	Fieldwood En Offshore	100%	UNIT	
GC 282	G16727	Federal	OP	9/1/1996	5,760	BHP Billiton Pet GOM	25%	PROD	
GC 282	G16727	Federal	ORRI	9/1/1996	5,760	Talos ERT	2%	PROD	
GC 39 A	G34966	Federal	RT	9/1/2013	540	Fieldwood En	50%	UNIT	
GC 39 A	G34966	Federal	OP	9/1/2013	540	Fieldwood En	50%	UNIT	
GC 679	G21811	Federal	OP 2	7/1/2000	5,760	Fieldwood En	43%	PROD	
GC 679	G21811	Federal	RT	7/1/2000	5,760	Fieldwood En	38%	PROD	
GC 768	G21817	Federal	OP 1	6/1/2000	5,760	Anadarko Pet	50%	PROD	
GC 768	G21817	Federal	OP 2	6/1/2000	5,760	Fieldwood En	43%	PROD	
GC 768	G21817	Federal	RT	6/1/2000	5,760	Fieldwood En	100%	PROD	
GI 110	G13943	Federal	RT	8/1/1993	5,000	Fieldwood En	50%	UNIT	[1]
GI 116	G13944	Federal	RT	7/1/1993	5,000	Fieldwood En	50%	UNIT	[1]
GI 116	G13944	Federal	OP	7/1/1993	5,000	Fieldwood En	50%	UNIT	[1]
S/2 GI 32	00174	Federal	RT	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
S/2 GI 32	00174	Federal	OP 1	7/17/1948	2,500	BP E&P	25%	UNIT	[1]
S/2 GI 32	00174	Federal	OP 2	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
E/2 GI 39	00126	Federal	RT	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
E/2 GI 39	00126	Federal	OP 1	4/21/1947	2,500	BP E&P	25%	UNIT	[1]
E/2 GI 39	00126	Federal	OP 2	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
W/2 GI 39	00127	Federal	RT	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
W/2 GI 39	00127	Federal	OP 1	4/21/1947	2,500	BP E&P	25%	UNIT	[1]
W/2 GI 39	00127	Federal	OP 2	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
E/2 GI 40	00128	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 40	00128	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 40	00128	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
E/2 GI 41	00129	Federal	RT	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
E/2 GI 41	00129	Federal	OP 1	4/21/1947	2,500	BP E&P	25%	UNIT	[1]
E/2 GI 41	00129	Federal	OP 2	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
W/2 GI 41	00130	Federal	OP 1	4/21/1947	2,500	BP E&P	25%	UNIT	[1]
W/2 GI 41	00130	Federal	OP 2	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
W/2 GI 41	00130	Federal	RT	4/21/1947	2,500	GOM Shelf	25%	UNIT	[1]
GI 42	00131	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 42	00131	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 42	00131	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 43	00175	Federal	RT	7/17/1948	5,000	GOM Shelf	25%	UNIT	[1]
GI 43	00175	Federal	OP 1	7/17/1948	5,000	BP E&P	25%	UNIT	[1]
GI 43	00175	Federal	OP 2	7/17/1948	5,000	GOM Shelf	25%	UNIT	[1]
N/2 GI 44	00176	Federal	RT	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
N/2 GI 44	00176	Federal	OP 1	7/17/1948	2,500	BP E&P	25%	UNIT	[1]
N/2 GI 44	00176	Federal	OP 2	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
GI 46	00132	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 46	00132	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 46	00132	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 47	00133	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 47	00133	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 47	00133	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 48	00134	Federal	RT	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
GI 48	00134	Federal	OP 1	4/21/1947	5,000	BP E&P	25%	UNIT	[1]
GI 48	00134	Federal	OP 2	4/21/1947	5,000	GOM Shelf	25%	UNIT	[1]
N/2 GI 52	00177	Federal	RT	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
N/2 GI 52	00177	Federal	OP 2	7/17/1948	2,500	BP E&P	25%	UNIT	[1]
HI 176	G27509	Federal	ORRI	1/1/2006	5,760	Castex Off	3%	PROD	
MC 110	G18192	Federal	RT	8/1/1997	5,760	Talos	8%	PROD	[1]
MC 110	G18192	Federal	OP	8/1/1997	5,760	Talos	8%	PROD	[1]
MC 118	G35963	Federal	RT	8/1/2017	5,760	Chevron USA	5%	PRIMARY	
MC 119	G36537	Federal	RT	7/1/2019	5,760	Chevron USA	5%	PRIMARY	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
MC 162	G36880	Federal	RT	8/1/2020	5,760	Chevron USA	5%	PRIMARY	
MC 163	G36538	Federal	RT	7/1/2019	5,760	Chevron USA	5%	PRIMARY	
MC 171	G34428	Federal	RT	12/1/2012	5,760	Fieldwood En	100%	PRIMARY	
MC 172	G34429	Federal	RT	12/1/2012	5,760	Fieldwood En	100%	PRIMARY	
MC 206	G36540	Federal	RT	7/1/2019	5,760	Chevron USA	5%	PRIMARY	
MC 297	G34434	Federal	RT	11/1/2012	5,760	Fieldwood En	70%	PRIMARY	
MC 380	G36544	Federal	RT	7/1/2019	5,760	Fieldwood En	100%	PRIMARY	
MC 424	G36545	Federal	RT	7/1/2019	5,760	Fieldwood En	100%	PRIMARY	
MC 435	G36772	Federal	RT	11/1/2019	5,760	Fieldwood En	100%	PRIMARY	
MC 436	G36773	Federal	RT	11/1/2019	5,760	Fieldwood En	100%	PRIMARY	
MC 474	G35825	Federal	RT	7/1/2016	5,760	BP E&P	24%	PRIMARY	
MC 474	G35825	Federal	OP	7/1/2016	5,760	BP E&P	13%	PRIMARY	
MC 518	G35828	Federal	RT	7/1/2016	5,760	BP E&P	24%	PRIMARY	
MC 518	G35828	Federal	OP	7/1/2016	5,760	BP E&P	13%	PRIMARY	
MC 519	G27278	Federal	RT	7/1/2005	5,760	BP E&P	65%	PROD	
MC 519	G27278	Federal	OP 2	7/1/2005	5,760	Fieldwood En	49%	PROD	
MC 519	G27278	Federal	OP 3	7/1/2005	5,760	Fieldwood En	49%	PROD	
MC 519	G27278	Federal	OP 4	7/1/2005	5,760	BP E&P	26%	PROD	
MC 519	G27278	Federal	OP 5	7/1/2005	5,760	BP E&P	26%	PROD	
MC 519	G27278	Federal	OP 6	7/1/2005	5,760	BP E&P	26%	PROD	
MC 562	G19966	Federal	RT	7/1/1998	5,760	BP E&P	13%	PROD	
MC 562	G19966	Federal	OP 2	7/1/1998	5,760	BP E&P	13%	PROD	
MC 562	G19966	Federal	OP 3	7/1/1998	5,760	BP E&P	13%	PROD	
MC 563	G21176	Federal	OP 2	7/1/1999	5,760	Fieldwood En	23%	PROD	
MC 563	G21176	Federal	ORRI	3/17/1999	5,760	Kosmos En GOM Op	0%	PROD	
MC 691	G36400	Federal	RT	12/1/2018	5,760	Fieldwood En	50%	PRIMARY	
MC 697	G28021	Federal	RT	4/1/2006	540	Fieldwood En	54%	UNIT	
MC 698	G28022	Federal	RT	7/1/2006	5,760	Fieldwood En	54%	UNIT	
MC 742	G32343	Federal	RT B	9/1/2008	1,440	Fieldwood En	54%	UNIT	
MC 742	G32343	Federal	RT A	9/1/2008	4,320	Fieldwood En	100%	UNIT	
MC 743	G36401	Federal	RT	11/1/2018	5,760	Chevron USA	25%	PRIMARY	
MC 782	G33757	Federal	RT	7/1/2010	5,760	Fieldwood En	45%	PROD	
MC 789	G36557	Federal	RT	7/1/2019	5,760	Fieldwood En	100%	PRIMARY	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
MC 793	G33177	Federal	ORRI	7/1/2009	5,760	Walter O&G	1%	UNIT	
MC 904	G36566	Federal	RT	7/1/2019	5,760	Fieldwood En	59%	PRIMARY	
MC 905	G36405	Federal	RT	11/1/2018	5,760	Fieldwood En	59%	PRIMARY	
MC 948	G28030	Federal	RT	7/1/2006	5,760	Fieldwood En	59%	UNIT	
MC 949	G32363	Federal	RT	7/1/2008	5,760	Fieldwood En	59%	UNIT	
MC 992	G24133	Federal	RT A	7/1/2002	5,760	Fieldwood En	53%	UNIT	
MC 992	G24133	Federal	RT B	7/1/2002	5,760	Fieldwood En	59%	UNIT	
MC 993	G24134	Federal	RT A	7/1/2002	5,760	Fieldwood En	45%	UNIT	
MC 993	G24134	Federal	RT B	7/1/2002	5,760	Fieldwood En	59%	UNIT	
SM 149	G02592	Federal	RT	5/1/1974	2,500	Fieldwood En	50%	PROD	[1]
SM 149	G02592	Federal	OP	5/1/1974	2,500	Fieldwood En	50%	PROD	[1]
SM 149	G02592	Federal	ORRI	5/1/1974	2,500	Fieldwood En	4%	PROD	[1]
SM 40	G13607	Federal	RT	8/1/1992	5,000	Fieldwood En Off	100%	TERMIN	
SM 41	G01192	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100%	PROD	[1]
SM 48	00786	Federal	ORRI	2/24/1960	5,000	Fieldwood En	3%	PROD (production ceased 8/16/20)	[1]
SP 61	G01609	Federal	ORRI	7/1/1967	5,000	Fieldwood En	19%	UNIT	[6]
SS 301	G10794	Federal	RT	5/1/1989	5,000	Fieldwood En Off	65%	SOP extension request pending	[1]
SS 301	G10794	Federal	OP 1	5/1/1989	5,000	Fieldwood En Off	100%	SOP extension request pending	[1]
SS 79	G15277	Federal	RT	8/1/1995	5,000	Fieldwood En Off	33%	PROD	
SS 79	G15277	Federal	OP 1	8/1/1995	5,000	Fieldwood En Off	51%	PROD	
ST 287	G24987	Federal	RT	5/1/2003	5,000	Fieldwood En	100%	PROD	
ST 287	G24987	Federal	OP 1	5/1/2003	5,000	Fieldwood En	100%	PROD	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
ST 287	G24987	Federal	OP 2	5/1/2003	5,000	Fieldwood En	50%	PROD	
ST 308	G21685	Federal	RT	6/1/2000	5,000	Fieldwood En	100%	PROD	
ST 308	G21685	Federal	OP 1	6/1/2000	5,000	Fieldwood En	100%	PROD	
ST 308	G21685	Federal	OP 2	6/1/2000	5,000	Fieldwood En	50%	PROD	
ST 53	G04000	Federal	RT	3/1/1979	5,000	Fieldwood En	50%	PROD	[1]
ST 53	G04000	Federal	OP 1	3/1/1979	5,000	Fieldwood En	50%	PROD	[1]
ST 53	G04000	Federal	OP 2	3/1/1979	5,000	Fieldwood En	50%	PROD	[1]
ST 67	00020	Federal	CONT	4/25/1947	5,000	Fieldwood En	20%	UNIT	[1]
VR 229	G27070	Federal	RT A	5/1/2005	1,250	Fieldwood En Off	50%	PROD	
VR 229	G27070	Federal	RT B	5/1/2005	3,750	Fieldwood En Off	50%	PROD	
VR 362	G10687	Federal	RT	6/1/1989	5,000	Fieldwood En Off	100%	UNIT (production ceased 8/22/20)	
VR 362	G10687	Federal	OP	6/1/1989	5,000	Fieldwood En Off	83%	UNIT (production ceased 8/22/20)	
VR 363	G09522	Federal	RT	5/1/1988	5,000	Fieldwood En	100%	UNIT (production ceased 8/22/20)	
VR 363	G09522	Federal	OP 1	5/1/1988	5,000	Fieldwood En Off	100%	UNIT (production ceased 8/22/20)	
VR 363	G09522	Federal	OP 2	5/1/1988	5,000	Fieldwood En	100%	UNIT (production ceased 8/22/20)	
VR 363	G09522	Federal	OP 3	5/1/1988	5,000	Fieldwood En	50%	UNIT (production	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
								ceased 8/22/20)	
VR 371	G09524	Federal	RT	7/1/1988	5,000	Fieldwood En Off	100%	PROD	
VR 371	G09524	Federal	OP	7/1/1988	5,000	Fieldwood En Off	83%	PROD	
VR 78	G04421	Federal	RT	11/1/1980	5,000	Fieldwood En	100%	PROD	
VR 78	G04421	Federal	OP	11/1/1980	5,000	Fieldwood En	81%	PROD	
WD 57, WD 79, WD 80	G01449	Federal	ORRI	5/1/1966	3,125	Fieldwood En Off	3%	UNIT	[7]
S/2 WD 67	00179	Federal	RT	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
S/2 WD 67	00179	Federal	OP 1	7/17/1948	2,500	BP E&P	25%	UNIT	[1]
S/2 WD 67	00179	Federal	OP 2	7/17/1948	2,500	GOM Shelf	25%	UNIT	[1]
S/2 WD 68	00180	Federal	RT	7/17/1948	1,833	GOM Shelf	25%	UNIT	[1]
S/2 WD 68	00180	Federal	OP 1	7/17/1948	1,833	BP E&P	25%	UNIT	[1]
S/2 WD 68	00180	Federal	OP 2	7/17/1948	1,833	GOM Shelf	25%	UNIT	[1]
WD 69	00181	Federal	RT	7/17/1948	3,665	GOM Shelf	25%	UNIT	[1]
WD 69	00181	Federal	OP 1	7/17/1948	3,665	BP E&P	25%	UNIT	[1]
WD 69	00181	Federal	OP 2	7/17/1948	3,665	GOM Shelf	25%	UNIT	[1]
WD 70	00182	Federal	RT	7/17/1948	5,000	GOM Shelf	25%	UNIT	[1]
WD 70	00182	Federal	OP 1	7/17/1948	5,000	BP E&P	25%	UNIT	[1]
WD 70	00182	Federal	OP 2	7/17/1948	5,000	GOM Shelf	25%	UNIT	[1]
WD 71	00838	Federal	RT	4/1/1960	5,000	GOM Shelf	25%	UNIT	[1]
WD 71	00838	Federal	OP 1	4/1/1960	5,000	BP E&P	25%	UNIT	[1]
WD 71	00838	Federal	OP 2	4/1/1960	5,000	GOM Shelf	25%	UNIT	[1]
WD 79, WD 80	G01874	Federal	ORRI	12/1/1968	3,438	Fieldwood En Off	3%	UNIT	[7]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
WD 80	G01989	Federal	ORRI	8/1/1970	1,875	Fieldwood En Off	3%	UNIT	[7]
WD 80	G02136	Federal	ORRI	1/1/1972	938	Fieldwood En Off	3%	UNIT	[7]
WD 94	00839	Federal	RT	5/1/1960	5,000	GOM Shelf	25%	PROD	[1]
WD 94	00839	Federal	OP 1	5/1/1960	5,000	GOM Shelf	25%	PROD	[1]
WD 95	G01497	Federal	RT	12/1/1966	5,000	GOM Shelf	25%	PROD	[1]
WD 95	G01497	Federal	OP 1	12/1/1966	5,000	GOM Shelf	25%	PROD	[1]
WD 95	G01497	Federal	OP 2	12/1/1966	5,000	GOM Shelf	25%	PROD	[1]
WD 96	G01498	Federal	RT	12/1/1966	3,665	GOM Shelf	25%	PROD	[1]
WD 96	G01498	Federal	OP 1	12/1/1966	3,665	BP E&P	25%	PROD	[1]
WD 96	G01498	Federal	OP 2	12/1/1966	3,665	GOM Shelf	25%	PROD	[1]
-	5749	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	UNIT	
-	5797	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	TERMIN	
-	23017	SL-MS	ORRI			Tellus Operating Group LLC	1%	UNIT	
-	24318	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	106158	SL-TX	WI	-	-	Fieldwood Energy Offshore LLC	100%	TERMIN	
-	106159	SL-TX	WI	-	-	Fieldwood Energy Offshore LLC	100%	TERMIN	
-	114921	SL-TX	WI	-	-	Fieldwood Energy Offshore LLC	100%	TERMIN	
-	170650	SL-MS	ORRI			Whiting Oil & Gas	1%	UNIT	
-	172915	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	ACTIVE	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
-	172916	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	ACTIVE	
-	178537	SL-TX	WI	-	-	Fieldwood	100%	TERMINATE D	
-	183756	SL-TX	WI	-	-	Fieldwood	100%	TERMINATE D	
-	185633	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	186891	SL-TX	WI	-	-	Fieldwood Onshore	100%	ACTIVE	
-	191681	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	ACTIVE	
-	207398	SL-TX	WI	-	-	Fieldwood	90%	ACTIVE	
-	227360	SL-TX	WI	-	-	Fieldwood Onshore	74%	ACTIVE	
-	230140	SL-MS	ORRI			Black Jack Oil Co Inc	1%	UNIT	
-	230150	SL-MS	ORRI			Wilcox Energy Co	1%	UNIT	
-	231240	SL-MS	ORRI			Wilcox Energy Co	1%	UNIT	
-	234082	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	255675	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	5752	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	140960	SL-TX	WI	-	-	Fieldwood SD Offshore	100%	TERMINATE D	
-	165888	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	186892	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	176012	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
-	179673	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	188919	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	188921	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	
-	269151	SL-TX	WI	-	-	Fieldwood Onshore	100%	TERMINATE D	

**Credit Bid Purchaser ROW**

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
20200	Fieldwood Energy, LLC	GC	39	K2 SUTA	GC	40	K1 SUTA	5	UBEH	Active	G29427	G34966	
20202	Fieldwood Energy, LLC	GC	40	K1 PLET	ST	308	A	8	BLKO	Proposed	G29427	G34966	
20203	Fieldwood Energy, LLC	GC	40	K1 PLET	ST	308	Start Up Flange	12	CSNG	Proposed	G29427	G34966	
8255	Fieldwood Energy Offshore LLC	GC	65	A	GC	19	A	12	OIL	Out of Service	G09349	G05889	
11260	Fieldwood Energy Offshore LLC	GC	65	A	GC	19	A	16	OIL	Out of Service	G17685	G05889	
20195	Fieldwood Energy Offshore LLC	GC	65	A	GC	200	SUTA	3	UMB	Proposed	G29424	G12209	
20221	Fieldwood Energy Offshore LLC	GC	156	Mid-Line PLET A-1	GC	156	Md-Line PLET A-2	8	BLKO	Proposed	G29417	G12209	
20197	Fieldwood Energy Offshore LLC	GC	156	PLET 2	GC	156	A-2 PLET	8	BLKO	Out of Service	G28820	G12209	
20155	Fieldwood Energy Offshore LLC	GC	156	Mid-Lne PLET A-2	GC	65	A	8	BLKO	Out of Service	G29417	G12209	
20183	Fieldwood Energy Offshore LLC	GC	200	SUTA	GC	244	TROIKA SUTA	5	UMB	Proposed	G29420	G11043	
11393	Fieldwood Energy, LLC	GC	200	SS Manifold	GC	65	A	10	BLKO	Out of Service	G17737	G12210	
11394	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	24	CSNG	Out of Service	G17737	G12210	
11395	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	5	UMB	Out of Service	G17737	G12210	
11396	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	10	BLKG	Out of Service	G17738	G12210	
11397	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	24	CSNG	Out of Service	G17738	G12210	
11410	Fieldwood Energy, LLC	GC	200	SSMANIFO	GC	65	A	5	UMB	Out of Service	G17738	G12210	
11959	Fieldwood Energy Offshore LLC	GC	200	SSMANIFO	GC	65	A	2	UMB	Out of Service	G17737	G12210	
12141	Fieldwood Energy Offshore LLC	GC	200	SSMANIFO	GC	65	A	5	UMB	Out of Service	G17738	G12210	
20196	Fieldwood Energy Offshore LLC	GC	200	PLET-1	GC	156	PLET-2	8	BLKO	Proposed	G29425	G12210	
20222	Fieldwood Energy Offshore LLC	GC	244	PLEM A	GC	156	Mid-Line PLET A-1	8	BLKO	Proposed	G28809	G11043	
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175	[1]
19097	Fieldwood Energy, LLC	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	Out of Service	G29295	G28022	

[1] FWE I is to obtain 75% of the Debtors' interests in Segment 9084, 50% of the Debtors' interest in Segments 4647 and 5890 and 79.666% of the Debtors' interest in Segment 17265, and the Credit Bid Purchaser is to obtain the Debtors' remaining interests in those four pipeline segments.

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
19149	Fieldwood Energy, LLC	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	Out of Service	G29295	G28022	
19296	Fieldwood Energy, LLC	MC	698	RGL PLET 1	MC	736	A Thunderhawk	12	CSNG	Out of Service	G29294	G28022	
19364	Fieldwood Energy, LLC	MC	698	RGL PLET 1	MC	736	A	12	CSNG	Out of Service	G29295	G28022	
19362	Fieldwood Energy, LLC	MC	724	Gulfstar 1 Spar	MC	948	UTA1	8	UMB	Out of Service	G29287	G28030	
19334	Fieldwood Energy, LLC	MC	736	A Thunderhawk	MC	692	SUTA	5	UMBH	Out of Service	G29299	G28022	
19283	Fieldwood Energy, LLC	MC	736	A Thunderhawk	MC	698	BBD SUTA	6	UMB	Out of Service	G29295	G28022	
19297	Fieldwood Energy, LLC	MC	736	A Thunderhawk	MC	692	North Plet	1	LIFT	Out of Service	G29299	G28022	
19282	Fieldwood Energy, LLC	MC	736	A Thunderhawk	MC	782	Dan 1 STUA 1	6	UBEH	Out of Service	G29294	G33757	
19154	Fieldwood Energy, LLC	MC	948	PLET NPL3 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Out of Service	G28736	G28030	
19155	Fieldwood Energy, LLC	MC	948	PLET SPL2 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Out of Service	G29287	G28030	
19365	Fieldwood Energy, LLC	MC	948	PLET NPL3 HUB	MC	767	ILS NPL1	12	CSNG	Out of Service	G28736	G28030	
19374	Fieldwood Energy, LLC	MC	948	PLET NPL3 HUB	MC	948	PLET SPL2 HUB	8	BLKO	Out of Service	G28736	G28030	
19432	Fieldwood Energy, LLC	MC	948	PLET SPL2	MC	768	ILS SPL1	12	CSNG	Out of Service	G29287	G28030	
14292	Fieldwood Energy, LLC	SM	40	JA	SM	40	10"SSTI	6	OIL	Out of Service	G28816	G13607	
14293	Fieldwood Energy, LLC	SM	40	B	SM	40	JA	6	BLKO	Out of Service	G28817	G13607	
14294	Fieldwood Energy, LLC	SM	40	B	SM	40	JA	6	BLKO	Out of Service	G28818	G13607	
14295	Fieldwood Energy, LLC	SM	40	JA	SM	40	B	2	LIFT	Out of Service	G28819	G13607	
4647	Fieldwood Energy, LLC	SM	149	6"SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592	[1]
13736	Fieldwood Energy, LLC	SS	79	#2	SS	80	A	4	BLKO	Out of Service	G23712	G15277	
13737	Fieldwood Energy, LLC	SS	79	#2	SS	80	A	4	BLKO	Out of Service	G23713	G15277	
8204	Fieldwood Energy Offshore LLC	SS	80	A	EI	125	30 SSTI	6	G/C	Out of Service	G09330	G15277	
11050	Fieldwood Energy Offshore LLC	SS	301	A	SS	300	B	8	BLKO	Out of Service	G16055	G10794	
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000	[1]
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000	[1]
20278	Fieldwood Energy, LLC	ST	308	A	GC	39	K2 SUTA	5	UBEH	Proposed	G29427	G34966	
10675	Bandon Oil and Gas, LP	VR	371	A	VR	350	08 SSTI	6	OIL	Out of Service	G15047	G09524	

**Credit Bid Purchaser RUE**

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets	Note
MC	736	A (Thunder Hawk)	2045	G30354	G28022	Fieldwood Energy LLC	07/03/18	MC 698 001, MC 734 SS002, SS004, SS005, SS006, MC 782 001 & 002	
SM	40	B	1266	G30342	G13607	Fieldwood Energy Offshore LLC	06/21/18	SM 41 B2, B3, B4, B6 & SM 40 B5	
SM	40	JA	27017	G30352	G13607	Fieldwood Energy Offshore		SM 41 B PF and wells	
SS	80	A	23548	G30201	G15277	Fieldwood Energy Offshore LLC	02/07/13	SS 79 A002	
ST	68	CAISS. #1	24108	G30267	00020	Fieldwood Energy LLC	03/09/18	ST 67 #6	[1]

**Exhibit C**

**Leases, Rights of Way and Rights of Use and Easement Related to  
FWE I Oil & Gas Lease Interests**



**Leases Related to FWE I Oil & Gas Lease Interests\***

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>+</sup>
BA 491	G06069	Federal	RT	10/1/1983	5,760	Fieldwood En	100.0%	TERMIN	
BA A105	G01757	Federal	RT	7/1/1968	5,760	Fieldwood En	12.5%	PROD	[6]
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	12.5%	PROD	[6]
BA A-105	G01757	Federal	OP 1	7/1/1968	5,760	Fieldwood En	6.3%	PROD	[6]
BA A133	G02665	Federal	OP	7/1/1974	5,760	GOM Shelf	12.5%	PROD	[1], [6]
BA A-133	G02665	Federal	RT	7/1/1974	5,760	GOM Shelf	25.0%	PROD	[1], [6]
BA A19	G33399	Federal	RT	1/1/2010	5,760	Apache Shelf Exp	100.0%	EXPIR	
BA A47	G03940	Federal	RT	3/1/1979	5,760	Fieldwood En	33.3%	TERMIN	
BA A47	G03940	Federal	OP	3/1/1979	5,760	Fieldwood En	100.0%	TERMIN	
BA A69	G32733	Federal	RT	11/1/2008	5,760	Apache Shelf Exp	100.0%	EXPIR	
BS 39	G33683	Federal	RT	7/1/2010	1,237	Petsec En	18.8%	RELINQ	
BS 41	G21142	Federal	OP 2	5/1/1999	4,995	Fieldwood En Off	13.1%	TERMIN	[3]
BS 41	G21142	Federal	Contractual	5/1/1999	4,995	Fieldwood En Off	TBD	TERMIN	[3]

\* The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

- [1] Represents leases owned by GOM Shelf LLC.
- [2] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache; the Credit Bid Purchaser will acquire the Debtors' remaining right, title and interest in such leases. As to all remaining leases on this schedule (except the leases referenced in footnotes [3]-[7] below), FWE I is to obtain all of FWE's right, title and interest in such leases.
- [3] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. FWE III will acquire the Debtors' remaining right, title and interest in such leases.
- [4] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. The Debtors' remaining right, title and interest in such leases are to be abandoned.
- [5] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in the lease are to be abandoned.
- [6] Represents leases in which FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. The Debtors' remaining right, title and interest in such leases are to be acquired by Chevron.
- [7] Represents leases in which (i) FWE I is to acquire solely the right, title and interest acquired by FWE from Apache and (ii) FWE IV is to acquire solely the right, title and interest acquired by FWE from Chevron. The Debtors' remaining right, title and interest in such leases are to be abandoned.

**Legend:** CONT - Contractual; OP - Operating Rights; OP 1- Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 6 - Operating Rights 6; OP 7 - Operating Rights 7; OP 10 - Operating Rights 10; OP 11 - Operating Rights 11; OP 12 - Operating Rights 12; OPRTS - Operating Rights; OPRTS Cont - Operating Rights / Contractual; ORRI - Overriding Royalty Interest; RT - Record Title; RT A - Record Title A; RT B - Record Title B; WI - Working Interest

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
BS 42	G33684	Federal	RT	7/1/2010	4,552	Apache Shelf Exp	37.5%	RELINQ	
CA 42	G32267	Federal	OP 1	7/1/2008	5,000	Fieldwood En	50.0%	RELINQ	
CA 43	G32268	Federal	OP 1	7/1/2008	5,000	Fieldwood En	50.0%	PROD	
CS 71	SL06618	SL-LA	ORRI	-	-	-	5.2%	-	
CS 71	SL12503	SL-LA	ORRI	-	-	-	0.6%	TERMIN	
DD 253	G10426	Federal	RT	6/1/1990	5,760	Apache Shelf Exp	100.0%	EXPIR	
DD 297	G10427	Federal	RT	6/1/1990	5,760	Apache Shelf Exp	100.0%	EXPIR	
EB 128	G34034	Federal	RT	4/1/2012	165	Apache Shelf Exp	100.0%	RELINQ	
EB 172	G34035	Federal	RT	4/1/2012	5,760	Apache Shelf Exp	100.0%	RELINQ	
EC 12	G34220	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 14	G13572	Federal	RT	7/1/1992	2,544	Fieldwood En	100.0%	TERMIN	
EC 171	G34228	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 172	G17858	Federal	RT	7/1/1997	5,000	Fieldwood En	100.0%	TERMIN	
EC 178	G34229	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 179	G34230	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 185	G34796	Federal	RT	6/1/2013	5,000	Fieldwood En	100.0%	RELINQ	
EC 2	SL16473	SL-LA	WI	7/13/1999	148	Apache	89.1%	RELINQ	
EC 2	SL16475	SL-LA	WI	7/19/1999	135	Apache	89.1%	ACTIVE	
EC 2	SL18121	SL-LA	WI	5/12/2004	220	Fieldwood	50.0%	ACTIVE	
EC 222	G02037	Federal	OP 1	2/1/1971	5,000	Talos	17.9%	TERMIN	
EC 222	G02037	Federal	OP 2	2/1/1971	5,000	Talos	17.9%	TERMIN	
EC 229	G34232	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 230	G34233	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 24	G04098	Federal	RT	10/1/1979	5,000	Apex O&G	18.0%	TERMIN	
EC 24	G04098	Federal	OP 2	10/1/1979	5,000	Apex O&G	31.3%	TERMIN	
EC 24	G04098	Federal	OP 3	10/1/1979	5,000	Apex O&G	30.3%	TERMIN	
EC 242	G34234	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 243	G34235	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 261	G00971	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	TERMIN	
EC 263	G33072	Federal	RT	6/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
EC 264	G01880	Federal	RT	3/1/1969	5,000	Fieldwood En	100.0%	TERMIN	
EC 265	G00972	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	RELINQ	
EC 270	G02045	Federal	RT	1/1/1971	2,500	Apache	70.0%	TERMIN	
EC 278	G00974	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
EC 292	G34237	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 293	G34238	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 294	G34239	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 310	G34240	Federal	RT	11/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EC 328	G10638	Federal	RT	5/1/1989	5,000	Arena Off	100.0%	PROD	
EC 33	G01972	Federal	OP	9/1/1970	1,250	Merit En	15.6%	TERMIN	
EC 335	G02439	Federal	OP	8/1/1973	5,000	Energy XXI GOM	14.0%	TERMIN	
EC 338	G02063	Federal	RT	2/1/1971	5,000	Anadarko US Off	15.7%	PROD	
EC 37	G25933	Federal	RT	5/1/2004	2,608	Probe Res US	100.0%	TERMIN	
EC 370	G33073	Federal	RT	6/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
EC 71	G13576	Federal	RT	9/1/1992	5,000	EC Off Prop	100.0%	SOP	
EC 9/14	G01440	Federal	RT	4/1/1966	3,152	Fieldwood En	100.0%	PROD	
EC 9/14	G01440	Federal	OP 1	4/1/1966	3,152	Fieldwood En	100.0%	PROD	
EI 10	G23851	Federal	RT	7/1/2002	2,303	Contango Op	50.0%	PROD	
EI 10	G23851	Federal	OP 2	7/1/2002	2,303	Contango Op	50.0%	PROD	
EI 105	00797	Federal	RT	5/1/1960	5,000	Fieldwood En	100.0%	TERMIN	
EI 106	G17966	Federal	RT A	7/1/1997	5,000	Apache	50.0%	TERMIN	
EI 106	G17966	Federal	RT B	7/1/1997	5,000	Apache	100.0%	TERMIN	
EI 107	G15241	Federal	RT	9/1/1995	5,000	Apache	75.0%	TERMIN	
EI 108	G03811	Federal	OP 1	6/1/1978	5,000	Fieldwood En	60.0%	TERMIN	
EI 108	G03811	Federal	RT A	6/1/1978	5,000	Fieldwood En	60.0%	TERMIN	
EI 108	G03811	Federal	RT B	6/1/1978	5,000	Fieldwood En	71.3%	TERMIN	
EI 116	G34292	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
EI 117	G34293	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 118	G15242	Federal	RT A	7/1/1995	5,000	Black Elk En Off Op	25.0%	TERMIN	
EI 118	G15242	Federal	RT B	7/1/1995	5,000	Fieldwood En	75.0%	TERMIN	
EI 119	00049	Federal	RT A	8/28/1945	5,000	Fieldwood En	50.0%	PROD	
EI 119	00049	Federal	RT B	8/28/1945	5,000	Fieldwood En	100.0%	PROD	
EI 120	00050	Federal	RT	8/28/1945	5,000	Fieldwood En	100.0%	PROD	
EI 125	00051	Federal	RT	8/28/1945	5,000	Fieldwood En	100.0%	OPERNs	
EI 126	00052	Federal	RT	8/28/1945	5,000	Fieldwood En	100.0%	PROD	
EI 126	00052	Federal	OP	8/28/1945	5,000	Fieldwood En	75.0%	PROD	
EI 128	G34294	Federal	RT	10/1/2012	3,427	Apache Shelf Exp	100.0%	RELINQ	
EI 131	G33625	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
EI 132	G33626	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 135	G34296	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 136	G03152	Federal	RT	7/1/1975	5,000	Fieldwood En	100.0%	PROD	
EI 156	G16353	Federal	OP	6/1/1996	5,000	Black Elk En Off Op	50.0%	TERMIN	
EI 158	G01220	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	
EI 173	G13622	Federal	RT	7/1/1992	5,000	Fieldwood En	100.0%	PROD	
EI 174	G03782	Federal	RT	6/1/1978	5,000	Arena Off	100.0%	PROD	
EI 174	G03782	Federal	OP	6/1/1978	5,000	Arena Off	30.0%	PROD	
EI 175	00438	Federal	OP 1	12/1/1954	5,000	Fieldwood En	75.0%	PROD	[4]
EI 187	G10736	Federal	RT	7/1/1989	5,000	Fieldwood En	100.0%	PROD	
EI 188	00443	Federal	RT	1/1/1955	5,000	Apache	100.0%	TERMIN	
EI 189	00423	Federal	RT	12/1/1954	3,750	Fieldwood En	100.0%	PROD	
EI 196	00802	Federal	RT	5/1/1960	3,516	Fieldwood En	50.0%	RELINQ	
EI 196	00802	Federal	OP	5/1/1960	3,516	Fieldwood En	100.0%	RELINQ	
EI 196	G13821	Federal	OP 2	5/1/1960	1,484	Arena Off	100.0%	RELINQ	
EI 196	G13821	Federal	OP 4	5/1/1960	1,484	Arena Off	100.0%	RELINQ	
EI 20	G34286	Federal	RT	10/1/2012	3,582	Castex Off	50.0%	RELINQ	
EI 207	G34301	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 208	00577	Federal	OP	9/1/1955	2,500	ANKOR En	100.0%	PROD	
EI 211	G05502	Federal	RT B	7/1/1983	5,000	Fieldwood En	66.7%	UNIT	
EI 211	G05502	Federal	OP	7/1/1983	5,000	Chevron USA	66.7%	UNIT	
EI 212	G05503	Federal	RT B	7/1/1983	5,000	Fieldwood En	66.7%	UNIT	
EI 212	G05503	Federal	OP	7/1/1983	5,000	Chevron USA	66.7%	UNIT	
EI 216	G34303	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
EI 217	G00978	Federal	RT	5/1/1962	5,000	Arena Off	25.0%	RELINQ	
EI 224	G05504	Federal	ORRI	7/1/1983	5,000	Castex Off	10.0%	PROD	
EI 224	G05504	Federal	RT	7/1/1983	5,000	Castex Off	100.0%	PROD	
EI 227	00809	Federal	RT	5/1/1960	5,000	Arena Off	50.0%	RELINQ	
EI 227	G36745	Federal	ORRI	11/1/2019	5,000	Arena Off	6.25%	PRIMRY	
EI 227	G36745	Federal	ORRI	11/1/2019	5,000	Arena Off	4.17%	PRIMRY	
EI 246	00810	Federal	OP 1	5/1/1960	5,000	Fieldwood En	25.0%	UNIT	
EI 246	00810	Federal	OP 2	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 246	00810	Federal	RT	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 246	00810	Federal	ORRI	5/1/1960	5,000	Sanare En Part	6.3%	UNIT	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
EI 255	G01958	Federal	RT	1/1/1970	2,500	Cox Op	2.0%	PROD	
EI 255	G01958	Federal	OP 3	1/1/1970	2,500	Cox Op	77.2%	PROD	
EI 255	G01958	Federal	OP 4	1/1/1970	2,500	Cox Op	38.6%	PROD	
EI 266	00811	Federal	OP 1	5/1/1960	5,000	Fieldwood En	25.0%	UNIT	
EI 266	00811	Federal	OP 2	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 266	00811	Federal	RT	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 267	00812	Federal	OP	5/1/1960	5,000	Fieldwood En	25.0%	UNIT	
EI 267	00812	Federal	OP 2	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 267	00812	Federal	RT	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 269	00813	Federal	OP 1	5/1/1960	5,000	Fieldwood En	25.0%	UNIT	
EI 269	00813	Federal	OP 2	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 269	00813	Federal	RT	5/1/1960	5,000	Fieldwood En	75.0%	UNIT	
EI 280	G23876	Federal	RT	5/1/2002	5,000	Energy XXI GOM	18.8%	TERMIN	
EI 281	G09591	Federal	RT	5/1/1988	5,000	Bennu O&G	90.5%	TERMIN	
EI 281	G09591	Federal	OP 1	5/1/1988	5,000	Bennu O&G	45.3%	TERMIN	
EI 281	G09591	Federal	OP 2	5/1/1988	5,000	Bennu O&G	45.3%	TERMIN	
EI 281	G09591	Federal	OP 3	5/1/1988	5,000	Bennu O&G	45.3%	TERMIN	
EI 282	G09592	Federal	RT	6/1/1988	5,000	Apache	75.0%	TERMIN	
EI 282	G09592	Federal	OP 1	6/1/1988	5,000	Apache	75.0%	TERMIN	
EI 282	G09592	Federal	OP 2	6/1/1988	5,000	Apache	75.0%	TERMIN	
EI 29	G34287	Federal	RT	12/1/2012	5,000	Apache Shelf Exp	50.0%	RELINQ	
EI 307	G02110	Federal	OP	2/1/1971	2,500	Fieldwood En Off	25.0%	TERMIN	[4]
EI 312	G22679	Federal	RT	6/1/2001	5,000	Fieldwood En	100.0%	TERMIN	[4]
EI 312	G22679	Federal	ORRI	6/1/2001	5,000	Fieldwood En	8.3%	TERMIN	[4]
EI 313	G02608	Federal	RT	5/1/1974	5,000	Arena Off	50.0%	TERMIN	
EI 313	G02608	Federal	OP 1	5/1/1974	5,000	Arena Off	50.0%	TERMIN	
EI 313	G02608	Federal	OP 2	5/1/1974	5,000	Arena Off	50.0%	TERMIN	
EI 315	G02112	Federal	RT	8/1/1974	2,500	Fieldwood En	50.0%	TERMIN	
EI 315	G02112	Federal	OP	8/1/1974	2,500	Fieldwood En	50.0%	TERMIN	
EI 315	G24912	Federal	RT	5/1/2003	2,500	Fieldwood En	100.0%	PROD	
EI 316	G05040	Federal	RT	4/1/1982	5,000	Fieldwood En	100.0%	PROD	
EI 329	G02912	Federal	RT	12/1/1974	5,000	Fieldwood En	100.0%	TERMIN	
EI 330	G02115	Federal	Contractual	1/1/1971	5,000	Fieldwood En	63.0%	UNIT	[4]
EI 330	G02115	Federal	OP 7	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
EI 330	G02115	Federal	OP 6	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 5	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 4	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 3	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	OP 2	1/1/1971	5,000	Fieldwood En	47.0%	UNIT	[4]
EI 330	G02115	Federal	RT	1/1/1971	5,000	Fieldwood En	42.0%	UNIT	[4]
EI 330	G02115	Federal	RT	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 7	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 6	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 5	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 4	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 3	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 330	G02115	Federal	OP 2	1/1/1971	5,000	Fieldwood En	23.0%	UNIT	[1], [4]
EI 333	G02317	Federal	RT	2/1/1973	5,000	Fieldwood En	100.0%	TERMIN	
EI 334	G15263	Federal	RT	7/1/1995	5,000	Fieldwood En	100.0%	TERMIN	
EI 337	G03332	Federal	RT	3/1/1976	5,000	Fieldwood En	100.0%	UNIT	
EI 337	G03332	Federal	OP 4	3/1/1976	5,000	Fieldwood En	98.0%	UNIT	
EI 337	G03332	Federal	OP 1	3/1/1976	5,000	Fieldwood En	100.0%	UNIT	
EI 337	G03332	Federal	OP 3	3/1/1976	5,000	Fieldwood En	100.0%	UNIT	
EI 337	G03332	Federal	ORRI	3/1/1976		Fieldwood En	0.1%	UNIT	
EI 342	G02319	Federal	RT A	2/1/1973	5,000	Fieldwood En	50.0%	TERMIN	[6]
EI 342	G02319	Federal	RT B	2/1/1973	5,000	Fieldwood En	75.0%	TERMIN	[6]
EI 342	G02319	Federal	OP 1	2/1/1973	5,000	Fieldwood En	75.0%	TERMIN	[6]
EI 342	G02319	Federal	OP 2	2/1/1973	5,000	Fieldwood En	61.8%	TERMIN	[6]
EI 345	G21647	Federal	RT	7/1/2000	5,000	Fieldwood En	50.0%	TERMIN	
EI 346	G14482	Federal	RT	6/1/1994	5,000	Arena Off	100.0%	PROD	
EI 353	G03783	Federal	OP	6/1/1978	5,000	Fieldwood En	100.0%	TERMIN	
EI 354	G10752	Federal	RT	5/1/1989	5,000	Fieldwood En	100.0%	PROD	
EI 354	G10752	Federal	OP	5/1/1989	5,000	Fieldwood En	67.0%	PROD	
EI 361	G02324	Federal	RT	2/1/1973	5,000	Cox Op	12.4%	PROD	
EI 53	00479	Federal	OP 1	12/1/1954	5,000	EnVen En Vent	66.7%	PROD	[4]
EI 53	00479	Federal	OP	12/1/1954	5,000	EnVen En Vent	100.0%	PROD	[4]
EI 57	G02601	Federal	OP 2	5/1/1974	5,000	Talos	31.7%	TERMIN	
EI 57	G02601	Federal	OP 4	5/1/1974	5,000	ANKOR En	15.8%	TERMIN	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
EI 88	G10721	Federal	OP	7/1/1989	5,000	Fieldwood En	75.0%	TERMIN	
EI 89	00044	Federal	OP	8/28/1945	5,000	Fieldwood En	75.0%	TERMIN	
EI 89	00044	Federal	OP 2	8/28/1945	5,000	Fieldwood En	75.0%	TERMIN	
EI 90	00229	Federal	OP	11/19/1948	1,250	Fieldwood En	75.0%	TERMIN	
EI 93	00228	Federal	OP	11/19/1948	2,500	Fieldwood En	75.0%	TERMIN	
EI 94	G05488	Federal	OP	7/1/1983	5,000	Fieldwood En	75.0%	TERMIN	
EI 95	00046	Federal	OP	8/28/1945	5,000	Fieldwood En	75.0%	TERMIN	
EW 525	G33704	Federal	RT	7/1/2010	2,420	Apache Shelf Exp	46.9%	RELINQ	
EW 526	G33134	Federal	RT	6/1/2009	3,517	Apache Shelf Exp	100.0%	EXPIR	
EW 781	G33137	Federal	RT	6/1/2009	309	Apache Shelf Exp	100.0%	EXPIR	
EW 782	G31470	Federal	RT	12/1/2007	1,093	Fieldwood En	100.0%	PROD	[4]
EW 789	G33139	Federal	RT	7/1/2009	5,760	Apache Shelf Exp	100.0%	RELINQ	
EW 826	G05800	Federal	RT	7/1/1983	5,760	BP E&P	100.0%	PROD	
EW 905	G34415	Federal	RT	8/1/2012	1,007	Apache Shelf Exp	100.0%	RELINQ	
EW 906	G33708	Federal	RT	6/1/2010	1,084	Apache Shelf Exp	100.0%	RELINQ	
EW 949	G34877	Federal	RT	8/1/2013	5,760	Apache Shelf Exp	100.0%	RELINQ	
EW 950	G33709	Federal	RT	6/1/2010	5,760	Apache Shelf Exp	100.0%	RELINQ	
FM 411	G08361	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
FM 412	G08362	Federal	RT	8/1/1986	5,760	Chevron USA	16.0%	EXPIR	
FM 455	G08363	Federal	RT	8/1/1986	5,760	Chevron USA	24.2%	EXPIR	
FM 456	G08364	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
FM 499	G08365	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
FM 500	G08366	Federal	RT	8/1/1986	5,760	Chevron USA	16.0%	EXPIR	
FM 543	G08367	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
FM 587	G08368	Federal	RT	8/1/1986	5,760	Chevron USA	24.3%	EXPIR	
GA 151	G15740	Federal	RT	11/1/1995	4,804	Fieldwood En	33.3%	TERMIN	[4]
GA 180	G03228	Federal	RT	9/1/1975	5,760	Fieldwood En	100.0%	UNIT	
GA 192	G03229	Federal	CONT	9/1/1975	5,760	Arena Off	90.0%	UNIT	
GA 210	G25524	Federal	OP 1	12/1/2003	5,760	Fieldwood En	83.3%	PROD	[4]
GA 210	G25524	Federal	OP 3	12/1/2003	5,760	Fieldwood En	66.7%	PROD	[4]
GA 210	G25524	Federal	RT	12/1/2003	5,760	Fieldwood En	66.7%	PROD	[4]
GA 210	G25524	Federal	OP	12/1/2003	5,760	Fieldwood En	83.3%	PROD	[4]
GA 343	G06105	Federal	RT	10/1/1983	5,760	Black Elk En Off Op	12.5%	TERMIN	
GA 343	G06105	Federal	OP	10/1/1983	5,760	Black Elk En Off Op	37.5%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
GB 85	G34515	Federal	RT	8/1/2012	4,450	Apache Shelf Exp	100.0%	RELINQ	
GI 104	G33671	Federal	RT	7/1/2010	5,000	Apache Shelf Exp	46.9%	RELINQ	
GI 110	G13943	Federal	RT	8/1/1993	5,000	Fieldwood En	50.0%	UNIT	[2]
GI 116	G13944	Federal	RT	7/1/1993	5,000	Fieldwood En	50.0%	UNIT	[2]
GI 116	G13944	Federal	OP	7/1/1993	5,000	Fieldwood En	25.0%	UNIT	[2]
GI 117	G32232	Federal	RT	8/1/2008	4,540	Apache	100.0%	EXPIR	
GI 32	00174	Federal	RT	7/17/1948	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 32	00174	Federal	OP 1	7/17/1948	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 32	00174	Federal	OP 2	7/17/1948	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 32	G01580	Federal	RT	7/1/1967	2,500	BP Am Prod	75.0%	TERMIN	[1]
GI 32	G01580	Federal	OP	7/1/1967	2,500	BP Am Prod	37.5%	TERMIN	[1]
GI 33	G04002	Federal	RT	3/1/1979	5,000	Fieldwood En	100.0%	RELINQ	
GI 39	00126	Federal	RT	4/21/1947	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 39	00126	Federal	OP 1	4/21/1947	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 39	00126	Federal	OP 2	4/21/1947	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 39	00127	Federal	RT	4/21/1947	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 39	00127	Federal	OP 1	4/21/1947	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 39	00127	Federal	OP 2	4/21/1947	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 40	00128	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 40	00128	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 40	00128	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 41	00129	Federal	RT	4/21/1947	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 41	00129	Federal	OP 1	4/21/1947	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 41	00129	Federal	OP 2	4/21/1947	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 41	00130	Federal	RT	4/21/1947	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 41	00130	Federal	OP 1	4/21/1947	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 41	00130	Federal	OP 2	4/21/1947	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 42	00131	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 42	00131	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 42	00131	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 43	00175	Federal	RT	7/17/1948	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 43	00175	Federal	OP 1	7/17/1948	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 43	00175	Federal	OP 2	7/17/1948	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 44	00176	Federal	RT	7/17/1948	2,500	GOM Shelf	75.0%	UNIT	[1], [2]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
GI 44	00176	Federal	OP 1	7/17/1948	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 44	00176	Federal	OP 2	7/17/1948	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
GI 46	00132	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 46	00132	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 46	00132	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 47	00133	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 47	00133	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 47	00133	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 48	00134	Federal	RT	4/21/1947	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
GI 48	00134	Federal	OP 1	4/21/1947	5,000	BP E&P	18.8%	UNIT	[1], [2]
GI 48	00134	Federal	OP 2	4/21/1947	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
GI 52	00177	Federal	RT	7/17/1948	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
GI 52	00177	Federal	OP 1	7/17/1948	2,500	GOM Shelf	100.0%	UNIT	[1], [2]
GI 52	00177	Federal	OP 2	7/17/1948	2,500	BP E&P	18.8%	UNIT	[1], [2]
GI 54	G27173	Federal	RT	7/1/2005	5,000	Fieldwood En	50.0%	TERMIN	
GI 76	G02161	Federal	RT	10/1/1972	5,000	Fieldwood En	95.8%	RELINQ	
GI 90	G04003	Federal	RT	3/1/1979	5,000	Fieldwood En	100.0%	TERMIN	
GI 90	G04003	Federal	OP 1	3/1/1979	5,000	Fieldwood En	100.0%	TERMIN	
GI 90	G04003	Federal	OP 2	3/1/1979	5,000	Fieldwood En	50.0%	TERMIN	
GI 90	G04003	Federal	OP 4	3/1/1979	5,000	Fieldwood En	50.0%	TERMIN	
GI 90	G04003	Federal	OP 5	3/1/1979	5,000	Fieldwood En	100.0%	TERMIN	
GI 90	G04003	Federal	OP 6	3/1/1979	5,000	Fieldwood En	100.0%	TERMIN	
GI 93	G02628	Federal	RT	5/1/1974	5,000	BP E&P	100.0%	TERMIN	
GI 93	G02628	Federal	OP	5/1/1974	5,000	BP E&P	100.0%	TERMIN	
GI 94	G02163	Federal	RT	11/1/1972	4,540	Fieldwood En	100.0%	RELINQ	
GI 94	G02163	Federal	OP	11/1/1972	4,540	Fieldwood En	100.0%	RELINQ	
GI 98	G34354	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
HI 110	G02353	Federal	RT	8/1/1973	5,760	W & T Off	20.0%	TERMIN	[1]
HI 111	G02354	Federal	RT	8/1/1973	5,760	W & T Off	20.0%	TERMIN	[1]
HI 114	G32747	Federal	RT	12/1/2008	5,760	Apache Shelf Exp	100.0%	EXPIR	
HI 116	G06156	Federal	RT	10/1/1983	5,760	Fieldwood En	100.0%	TERMIN	
HI 129	G01848	Federal	RT	6/1/1968	5,760	Fieldwood En	90.0%	PROD	
HI 129	G01848	Federal	ORRI	6/1/1968		Fieldwood En	10.4%	PROD	
HI 132	G32748	Federal	RT	12/1/2008	5,760	Apache Shelf Exp	100.0%	EXPIR	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
HI 140	00518	Federal	OP	1/1/1955	5,760	Black Elk En Off Op	50.0%	TERMIN	
HI 163	G22236	Federal	RT	12/1/2000	5,760	Fieldwood En	70.0%	TERMIN	
HI 176	G06164	Federal	OPRTS Cont	10/1/1983	5,760	Apache	49.5%	TERMIN	
HI 179	G03236	Federal	RT	9/1/1975	5,760	Cox Op	100.0%	UNIT	
HI 193	G03237	Federal	CONT	9/1/1975	5,760	Arena Off	90.0%	UNIT	
HI 194	G06166	Federal	RT	10/1/1983	5,760	Apache	100.0%	TERMIN	
HI 194	G06166	Federal	OP	10/1/1983	5,760	Apache	45.0%	TERMIN	
HI 201	G23199	Federal	OP	12/1/2001	5,760	Apache Shelf	37.6%	TERMIN	
HI 206	G20660	Federal	RT	1/1/1999	5,760	Fieldwood En	100.0%	PROD	
HI 45	G12564	Federal	RT	10/1/1990	4,367	Fieldwood En	16.7%	TERMIN	
HI 45	G12564	Federal	OP 1	10/1/1990	4,367	Fieldwood En	15.0%	TERMIN	
HI 45	G12564	Federal	OP 2	10/1/1990	4,367	Fieldwood En	33.3%	TERMIN	
HI 52	00508	Federal	RT	1/1/1955	1,440	SandRidge En Off	75.0%	TERMIN	
HI 52	00509	Federal	RT	1/1/1955	1,440	Apache	75.0%	TERMIN	
HI 52	00511	Federal	RT	1/1/1955	1,440	Apache	75.0%	TERMIN	
HI 53	00513	Federal	RT	1/1/1955	180	Phoenix Exp	75.0%	TERMIN	
HI 53	00740	Federal	RT	4/1/1960	1,440	Apache	75.0%	TERMIN	
HI A-133	G32760	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-145	G32761	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-146	G32762	Federal	RT	11/1/2008	5,760	Apache Shelf Exp	100.0%	EXPIR	
HI A-148	G32763	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-160	G32764	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-171	G30679	Federal	RT	12/1/2006	5,760	Walter O&G	33.3%	TERMIN	
HI A-326	G32777	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-334	G02423	Federal	RT	8/1/1973	5,760	Fieldwood En	38.9%	TERMIN	
HI A-341	G25605	Federal	RT	12/1/2003	5,760	Fieldwood En	60.0%	PROD	[4]
HI A-350	G02428	Federal	RT	8/1/1973	4,345	Apache	100.0%	RELINQ	
HI A360	G34677	Federal	RT	3/1/2013	5,760	Apache Shelf Exp	100.0%	RELINQ	
HI A361	G34678	Federal	RT	3/1/2013	5,760	Fieldwood En	100.0%	RELINQ	
HI A363	G33413	Federal	RT	10/1/2009	5,760	Apache Shelf Exp	100.0%	EXPIR	
HI A-365	G02750	Federal	RT	7/1/1974	5,760	Fieldwood En	53.1%	PROD	[4]
HI A-376	G02754	Federal	OP 1	7/1/1974	5,760	Fieldwood En	100.0%	PROD	[4]
HI A-376	G02754	Federal	RT	7/1/1974	5,760	Fieldwood En	44.4%	PROD	[4]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
HI A-376	G02754	Federal	ORRI	7/1/1974		Fieldwood En	1.2%	PROD	[4]
HI A-376	G02754	Federal	ORRI	7/1/1974		Fieldwood En	6.0%	PROD	[4]
HI A-382	G02757	Federal	RT	7/1/1974	5,760	Fieldwood En	72.4%	PROD	[4]
HI A406	G32767	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A430	G33412	Federal	RT	10/1/2009	5,760	Apache Shelf Exp	100.0%	EXPIR	
HI A442	G11383	Federal	OP	11/1/1989	5,760	Northstar Off Grp	22.7%	TERMIN	
HI A454	G32769	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A457	G32770	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
HI A-474	G02366	Federal	RT	8/1/1973	5,760	McMoRan O&G	10.0%	TERMIN	[4]
HI A-475	G02367	Federal	CONT	8/1/1973	5,760	McMoRan O&G	10.0%	TERMIN	[4]
HI A-489	G02372	Federal	RT	8/1/1973	5,760	McMoRan O&G	8.5%	TERMIN	[4]
HI A537	G02698	Federal	CONT	5/29/1974		McMoRan O&G		TERMIN	
HI A545	G17199	Federal	OP	1/1/1997	5,760	Fieldwood En	60.0%	TERMIN	
HI A-572	G02392	Federal	RT	8/1/1973	5,760	Apache	72.4%	TERMIN	[4]
HI A-573	G02393	Federal	RT	8/1/1973	5,760	Fieldwood En	72.4%	PROD	[4]
HI A-581	G18959	Federal	CONT	8/27/1997		Cox Op	24.7%	TERMIN	[4]
HI A582	G02719	Federal	RT	7/1/1974	5,760	Cox Op	24.7%	PROD	[4]
HI A-582	G02719	Federal	OP 1	7/1/1974	5,760	Cox Op	15.5%	PROD	[4]
HI A-595	G02721	Federal	RT	7/1/1974	5,760	Fieldwood En	72.4%	PROD	[4]
HI A-596	G02722	Federal	RT	7/1/1974	5,760	Fieldwood En	72.4%	PROD	[4]
MC 108	G09777	Federal	RT	7/1/1988	5,760	BP E&P	75.2%	PROD	
MC 108	G09777	Federal	OP	7/1/1988	5,760	BP E&P	75.2%	PROD	
MC 110	G18192	Federal	RT	8/1/1997	5,760	Fieldwood En	50.0%	PROD	[2]
MC 110	G18192	Federal	OP	8/1/1997	5,760	Fieldwood En	25.0%	PROD	[2]
MC 110	G18192	Federal	ORRI	8/1/1997		Fieldwood En	3.9%	PROD	[2]
MC 21	G28351	Federal	ORRI	7/1/1995	4,445	ANKOR En	3.0%	PROD	
MC 311	G02968	Federal	RT	12/1/1974	5,760	Fieldwood En	100.0%	PROD	
MC 65	G21742	Federal	RT	6/1/2000	5,760	ANKOR En	100.0%	PROD	
MC 65	G21742	Federal	ORRI	6/1/2000		ANKOR En	13.0%	PROD	
MI 486	MF88560	SL - TX	WI	10/5/1982	1,440	Fieldwood	100.0%	EXPIRED	
MI 487	MF-88562	SL - TX	WI	10/5/1982	1,305	Fieldwood	100.0%	SI	
MI 518	G05169	Federal	RT	1/1/1983	5,675	Fieldwood En	100.0%	TERMIN	
MI 518	MF80522	SL - TX	WI	10/2/1979	85	Fieldwood	100.0%	EXPIRED	
MI 519	MF-79413	SL - TX	WI	2/6/1979	739	Fieldwood	100.0%	SI	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
MI 622	G05000	Federal	RT	4/1/1982	5,760	Fieldwood En	81.0%	TERMIN	
MI 622	G05000	Federal	OP	4/1/1982	5,760	BP E&P	37.5%	TERMIN	
MI 623	G03088	Federal	RT	4/1/1975	5,760	Fieldwood En	81.0%	TERMIN	
MI 623	G03088	Federal	OP	4/1/1975	5,760	BP E&P	37.5%	TERMIN	
MI 635	G06043	Federal	RT	10/1/1983	5,760	Fieldwood En	81.0%	TERMIN	
MI 635	G06043	Federal	OP	10/1/1983	5,760	BP E&P	37.5%	TERMIN	
MI 636	G34670	Federal	RT	4/1/2013	5,760	Apache Shelf Exp	100.0%	RELINQ	
MI 652	G34022	Federal	RT	2/1/2012	5,760	Apache Shelf Exp	100.0%	EXPIR	
MI 681	G04703	Federal	RT	9/1/1981	5,760	Fieldwood En	100.0%	TERMIN	
MI 685	G04548	Federal	RT	1/1/1981	5,760	EOG Res	50.0%	TERMIN	
MI 685	G04548	Federal	OP	1/1/1981	5,760	EOG Res	2.5%	TERMIN	
MI 703	G03733	Federal	RT	6/1/1978	5,760	Fieldwood En	100.0%	TERMIN	
MI 703	G03733	Federal	OP 1	6/1/1978	5,760	Fieldwood En	100.0%	TERMIN	
MI 703	G03733	Federal	OP 2	6/1/1978	5,760	Fieldwood En	100.0%	TERMIN	
MI 772	MF93351	SL - TX	WI	2/7/1989	704	Fieldwood	100.0%	TERMINATED	
MO 820	G34403	Federal	RT	8/1/2012	3,347	Apache Shelf Exp	100.0%	RELINQ	
MO 821	G05058	Federal	RT	4/1/1982	4,028	Fieldwood En	100.0%	TERMIN	
MO 821	STATE OF ALABAMA 627	SL - AL	WI	8/14/1984	2,511	Fieldwood	100.0%	TERMINATED	
MO 826	G26176	Federal	RT	7/1/2004	1,430	Fieldwood En	75.0%	PROD	
MO 871	G32272	Federal	RT	8/1/2008	5,760	Apache	100.0%	EXPIR	
MO 913	G33131	Federal	RT	6/1/2009	5,760	Apache Shelf Exp	75.0%	EXPIR	
MO 914	G33132	Federal	RT	6/1/2009	5,760	Apache Shelf Exp	75.0%	EXPIR	
MP 120	G03197	Federal	ORRI	5/28/1975		Arena Off	2.0%	PROD	
MP 120	G03197	Federal	ORRI	7/1/1975		Arena Off	2.0%	PROD	
MP 134	G34375	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 135	G34376	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 136	G34377	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 137	G34378	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 140	G02193	Federal	RT	10/1/1972	4,995	Fieldwood En	65.0%	PROD	
MP 143	G34380	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	RELINQ	
MP 146	G34860	Federal	RT	7/1/2013	4,561	Apache Shelf Exp	75.0%	RELINQ	
MP 147	G34861	Federal	RT	7/1/2013	4,561	Apache Shelf Exp	75.0%	RELINQ	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
MP 148	G34381	Federal	RT	11/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
MP 149	G34382	Federal	RT	11/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
MP 150	G34862	Federal	RT	7/1/2013	5,000	Apache Shelf Exp	75.0%	RELINQ	
MP 152	G01966	Federal	RT	1/1/1970	4,978	Fieldwood En	50.0%	UNIT	
MP 152	G01966	Federal	OP	1/1/1970	4,978	Fieldwood En	75.0%	UNIT	
MP 153	G01967	Federal	RT	1/1/1970	5,000	Fieldwood En	50.0%	UNIT	
MP 153	G01967	Federal	OP	1/1/1970	5,000	Fieldwood En	75.0%	UNIT	
MP 166	G26152	Federal	RT	7/1/2004	4,995	Fieldwood En	100.0%	TERMIN	
MP 175	G08753	Federal	OP	8/1/1987	4,995	Tana Exp	21.2%	TERMIN	
MP 255	G07825	Federal	RT	8/1/1985	4,995	Fieldwood En	52.4%	TERMIN	
MP 259	G07827	Federal	RT	9/1/1985	4,995	Fieldwood En	56.9%	TERMIN	
MP 260	G07828	Federal	RT	9/1/1985	4,995	Fieldwood En	56.9%	TERMIN	
MP 270	G22812	Federal	ORRI	7/1/2001	4,995	Castex Off	1.0%	UNIT	
MP 271	G34388	Federal	RT	10/1/2012	4,995	Apache Shelf Exp	100.0%	EXPIR	
MP 272	G34865	Federal	RT	7/1/2013	4,995	Apache Shelf Exp	75.0%	RELINQ	
MP 273	G33690	Federal	RT	7/1/2010	4,995	Castex Off	37.5%	UNIT	
MP 274	G33691	Federal	RT	7/1/2010	4,995	Castex Off	37.5%	EXPIR	
MP 275	G15395	Federal	RT	9/1/1995	4,995	Fieldwood En	100.0%	PROD	
MP 275	G15395	Federal	ORRI	9/1/1995		Fieldwood En	8.3%	PROD	
MP 281	G10910	Federal	RT	7/1/1989	4,995	EnVen En Vent	50.0%	PROD	
MP 281	G10910	Federal	OP	7/1/1989	4,995	EnVen En Vent	30.0%	PROD	
MP 281	G10910	Federal	ORRI	7/1/1989		EnVen En Vent	3.1%	PROD	
MP 289	G01666	Federal	RT	7/1/1967	4,561	Fieldwood En	100.0%	PROD	
MP 290	G01667	Federal	RT	7/1/1967	4,561	Apache	100.0%	TERMIN	
MP 290	G34866	Federal	RT	7/1/2013	4,561	Apache Shelf Exp	75.0%	RELINQ	
MP 291	G34391	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	EXPIR	
MP 292	G34392	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	RELINQ	
MP 293	G34393	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	EXPIR	
MP 294	G34394	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	RELINQ	
MP 295	G32263	Federal	CONT	8/1/2008	4,561	Fieldwood En	37.5%	TERMIN	
MP 296	G01673	Federal	RT	6/1/1967	4,561	GOM Shelf	50.0%	UNIT	[1]
MP 296	G01673	Federal	OP	6/1/1967	4,561	GOM Shelf	25.0%	UNIT	
MP 297	G34395	Federal	RT	11/1/2012	4,561	Apache Shelf Exp	100.0%	RELINQ	
MP 300	G01317	Federal	OP	6/1/1962	4,561	Cantium	10.4%	UNIT	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
MP 301	G04486	Federal	OP 1	11/1/1980	5,000	Walter O&G	10.4%	TERMIN	
MP 301	G04486	Federal	OP 2	11/1/1980	5,000	Walter O&G	6.3%	TERMIN	
MP 301	G04486	Federal	OP 3	11/1/1980	5,000	Walter O&G	10.4%	TERMIN	
MP 301	G04486	Federal	RT	11/1/1980	5,000	Walter O&G	10.4%	TERMIN	
MP 302	G32264	Federal	RT	7/1/2008	5,000	GOM Shelf	100.0%	PROD	
MP 303	G04253	Federal	OP 1	12/1/1979	5,000	Fieldwood En	25.0%	UNIT	
MP 303	G04253	Federal	RT	12/1/1979	5,000	Fieldwood En	100.0%	UNIT	
MP 304	G03339	Federal	OP	4/1/1976	5,000	ConocoPhillips	100.0%	UNIT	
MP 305	G34396	Federal	RT	12/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
MP 308	G32265	Federal	RT	8/1/2008	5,000	Fieldwood En	100.0%	PROD	
MP 309	G08760	Federal	RT	6/1/1987	5,000	Fieldwood En	100.0%	PROD	
MP 310	G04126	Federal	RT	10/1/1979	5,000	Fieldwood En	100.0%	UNIT	
MP 311	G02213	Federal	RT	11/1/1972	5,000	GOM Shelf	50.0%	PROD	[1]
MP 311	G02213	Federal	OP	11/1/1972	5,000	GOM Shelf	25.0%	PROD	
MP 312	G16520	Federal	RT	7/1/1996	5,000	Fieldwood En	100.0%	PROD	
MP 314	G33693	Federal	OP	7/1/2010	5,000	Apache Shelf Exp	80.0%	EXPIR	
MP 315	G08467	Federal	RT	7/1/1986	5,000	Fieldwood En	100.0%	PROD	
MP 315	G08467	Federal	OP 3	7/1/1986	5,000	Fieldwood En	100.0%	PROD	
MP 315	G08467	Federal	OP 1	7/1/1986	5,000	Fieldwood En	80.0%	PROD	
MP 5	SL13890	SL-LA	WI		26	Apache	50.0%	TERMIN	
MP 59	G03194	Federal	OP	7/1/1975	1,406	Cantium	37.5%	UNIT	
MP 59	G08461	Federal	OP	7/1/1986	2,340	Cantium	37.5%	UNIT	
MP 6	SL03771	SL-LA	WI	4/26/1961	1,067	Apache	50.0%	TERMIN	
MP 6	SL13580	SL-LA	WI		287	Apache	50.0%	TERMIN	
MP 6	SL13891	SL-LA	WI		270	Apache	50.0%	TERMIN	
MP 64	G04909	Federal	ORRI	12/1/1981	4,988	Sanare En Part	4.2%	UNIT	
MP 7	SL03773	SL-LA	WI	4/26/1961	-	Apache	50.0%	TERMIN	
MP 7	SL13892	SL-LA	WI		44	Apache	50.0%	TERMIN	
MP 74	G34857	Federal	RT	8/1/2013	1,733	Apache Shelf Exp	75.0%	RELINQ	
MP 77	G04481	Federal	RT	11/1/1980	4,655	Fieldwood En Off	26.2%	RELINQ	[7]
MP 77/78	G04481	Federal	OP	11/1/1980	4,655	Fieldwood En Off	23.5%	RELINQ	[7]
MP 91	G14576	Federal	RT	5/1/1994	1,017	Apache	100.0%	TERMIN	
MU 883	MF98761	SL - TX	WI			Apache	100.0%	TERMIN	
MU A-111	G03068	Federal	RT	4/1/1975	5,760	Apache	100.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
MU A133	G33392	Federal	RT	10/1/2009	5,760	Apache Shelf Exp	100.0%	EXPIR	
MU A134	G32724	Federal	RT	11/1/2008	5,760	Apache	100.0%	EXPIR	
MU A85	G03061	Federal	RT	4/1/1975	5,760	EnVen En Vent	53.3%	PROD	
PE 881	G06390	Federal	OP	2/1/1984	5,760	ConocoPhillips	18.8%	TERMIN	
PL 1	G04234	Federal	RT	1/1/1980	1,568	Fieldwood En	100.0%	TERMIN	
PL 10	G02925	Federal	RT	12/1/1974	5,000	Fieldwood En	100.0%	TERMIN	
PL 11	00071	Federal	RT	9/12/1946	5,000	Fieldwood En	100.0%	RELINQ	
PL 13	G03171	Federal	RT	7/1/1975	5,000	ANKOR En	12.5%	TERMIN	
PL 13	G03171	Federal	OP 1	7/1/1975	391	ANKOR En	12.5%	TERMIN	
PL 13	G03171	Federal	OP 2	7/1/1975	3,906	ANKOR En	12.5%	TERMIN	
PL 13	G03171	Federal	OP 3	7/1/1975	703	ANKOR En	4.4%	TERMIN	
PL 13	G03171	Federal	OP 5	7/1/1975	391	ANKOR En	12.5%	TERMIN	
PL 25	G14535	Federal	RT	7/1/1994	5,000	Fieldwood En	100.0%	TERMIN	
PL 5	G12027	Federal	RT	6/1/1990	5,000	Talos En Off	100.0%	RELINQ	
PL 6	G09651	Federal	RT	5/1/1988	5,000	Walter O&G	100.0%	RELINQ	
PL 6	G09651	Federal	OP 1	5/1/1988	5,000	Walter O&G	35.0%	RELINQ	
PL 6	G09651	Federal	OP 2	5/1/1988	5,000	Walter O&G	65.0%	RELINQ	
PL 8	G03587	Federal	RT	8/1/1977	5,000	ANKOR En	12.5%	TERMIN	
PL 9	G02924	Federal	RT	12/1/1974	5,000	Fieldwood En	100.0%	TERMIN	
PL 9	G02924	Federal	OP	12/1/1974	5,000	Fieldwood En	50.0%	TERMIN	
PN 883	MF100410	SL - TX	WI	10/6/1998	720	Fieldwood	35.0%	ACTIVE	
PN 883	MF100411	SL - TX	WI	10/6/1998	720	Fieldwood	35.0%	ACTIVE	
PN 883	MF100412	SL - TX	WI	10/6/1998	720	Fieldwood	35.0%	ACTIVE	
PN 883	MF101898	SL - TX	WI	10/6/1998		Apache	35.0%	TERMIN	
PN 883	MF96146	SL - TX	WI	10/4/1994	720	Fieldwood	35.0%	ACTIVE	
PN 883	MF96147	SL - TX	WI	10/4/1994	720	Fieldwood	35.0%	ACTIVE	
PN 883	SL96146	SL - TX	WI	10/4/1994	720	Fieldwood	35.0%	ACTIVE	
PN 899L	MF100413	SL - TX	WI	10/6/1998	375	Fieldwood	35.0%	ACTIVE	
PN 899L	MF100414	SL - TX	WI	10/6/1998	360	Fieldwood	35.0%	ACTIVE	
PN 969	G05953	Federal	RT	10/1/1983	5,760	Peregrine O&G II	8.3%	TERMIN	
PN 976	G05954	Federal	RT	10/1/1983	5,760	Peregrine O&G II	8.3%	TERMIN	
SA 10	G03958	Federal	RT	3/1/1979	3,144	Fieldwood En	92.3%	TERMIN	
SA 10	G03958	Federal	OP	3/1/1979	3,144	Fieldwood En	20.0%	TERMIN	
SA 13	G03959	Federal	OP	3/1/1979	5,000	Renaissance Off	50.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
SM 10	G01181	Federal	RT	4/1/1962	5,000	Fieldwood En	100.0%	TERMIN	
SM 105	G17938	Federal	RT	8/1/1997	5,000	Fieldwood En	100.0%	PROD	
SM 106	G02279	Federal	RT	2/1/1973	2,500	Fieldwood En	100.0%	TERMIN	
SM 106	G03776	Federal	RT	6/1/1978	2,500	Fieldwood En	100.0%	PROD	
SM 108	00792	Federal	RT	5/1/1960	5,000	Talos En Off	25.0%	PROD	[1]
SM 108	00792	Federal	OP	5/1/1960	5,000	Talos En Off	12.5%	PROD	
SM 11	G01182	Federal	RT	3/1/1962	5,000	Fieldwood En	100.0%	TERMIN	
SM 127	G02883	Federal	RT	12/1/1974	2,784	Fieldwood En	66.7%	PROD	
SM 127	G02883	Federal	OP 2	12/1/1974	2,784	Fieldwood En	33.3%	PROD	
SM 127	G02883	Federal	RT	12/1/1974	2,784	Fieldwood En	17.3%	PROD	[1]
SM 127	G02883	Federal	OP 2	12/1/1974	2,784	Fieldwood En	8.7%	PROD	[1]
SM 128	G02587	Federal	RT	5/1/1974	5,000	Fieldwood En	66.7%	PROD	
SM 128	G02587	Federal	RT	5/1/1974	5,000	Fieldwood En	17.3%	PROD	[1]
SM 132	G02282	Federal	RT	2/1/1973	5,000	Fieldwood En	50.0%	TERMIN	[6]
SM 135	G19776	Federal	RT	5/1/1998	3,293	Fieldwood En	50.0%	TERMIN	[4]
SM 136	G02588	Federal	RT	5/1/1974	2,500	Fieldwood En	50.0%	TERMIN	[6]
SM 137	G02589	Federal	RT	5/1/1974	5,000	Fieldwood En	50.0%	TERMIN	[6]
SM 141	G02885	Federal	OP 2	12/1/1974	5,000	Fieldwood En	66.7%	TERMIN	
SM 141	G02885	Federal	RT	12/1/1974	5,000	Fieldwood En	77.6%	TERMIN	
SM 141	G02885	Federal	OP 2	12/1/1974	5,000	Fieldwood En	17.3%	TERMIN	[1]
SM 149	G02592	Federal	RT	5/1/1974	2,500	Fieldwood En	50.0%	PROD	[2]
SM 149	G02592	Federal	OP	5/1/1974	2,500	Fieldwood En	25.0%	PROD	[2]
SM 150	G16325	Federal	RT	6/1/1996	3,329	Fieldwood En	50.0%	RELINQ	[6]
SM 161	G04809	Federal	RT	9/1/1981	5,000	Fieldwood En	100.0%	PROD	
SM 171	G34273	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
SM 172	G34274	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 177	G34275	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 178	G34276	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
SM 18	G08680	Federal	RT	6/1/1987	5,000	Fieldwood En	50.0%	TERMIN	
SM 18	G08680	Federal	OP	6/1/1987	5,000	Fieldwood En	100.0%	TERMIN	
SM 188	G34277	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 189	G34278	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 193	G34279	Federal	RT	9/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 195	G21108	Federal	ORRI	6/1/1999		Tarpon O&D	4.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
SM 236	G4437	Federal	ORRI	11/1/1980		Cox Op	4.4%	UNIT	
SM 241	00310	Federal	RT	2/7/1936	114,601	Cox Op	60.0%	UNIT	
SM 241	00310	Federal	OP	2/7/1936	114,601	Cox Op	60.0%	UNIT	
SM 241	00310	Federal	Unit	2/7/1936	114,601	Cox Op	16.0%	UNIT	
SM 268	G02310	Federal	CONT	12/19/1972		Apache	69.9%	TERMIN	[4]
SM 268	G34284	Federal	RT	8/1/2012	3,237	Apache Shelf Exp	100.0%	EXPIR	[4]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	72.8%	PROD	[4]
SM 280	G14456	Federal	OP 1	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[4]
SM 280	G14456	Federal	OP 3	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[4]
SM 280	G14456	Federal	RT	6/1/1994	5,000	Fieldwood En	50.0%	PROD	[4]
SM 281	G02600	Federal	RT	4/1/1974	3,214	Fieldwood En	68.1%	PROD	[4]
SM 34	G13897	Federal	OP	5/1/1993	5,000	Black Elk En Off Op	50.0%	TERMIN	
SM 41	G01192	Federal	OP 2	6/1/1962	5,000	Sanare En Part	25.0%	PROD	[2]
SM 41	G01192	Federal	OP 3	6/1/1962	5,000	Sanare; Fieldwd En Off	50.0%	PROD	[2]
SM 44	G23840	Federal	RT	5/1/2002	5,000	SandRidge En Off	100.0%	TERMIN	
SM 48	00786	Federal	RT	5/1/1960	5,000	Fieldwood En	100.0%	PROD	[2]
SM 48	00786	Federal	OP	5/1/1960	5,000	Fieldwood En	50.0%	PROD	[2]
SM 58	G01194	Federal	RT	5/1/1962	5,000	ANKOR En	100.0%	PROD	
SM 66	G01198	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	TERMIN	[6]
SM 7	G33610	Federal	RT	7/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
SM 76	G01208	Federal	RT	6/1/1962	5,000	Fieldwood En	50.0%	TERMIN	
SM 93	G21618	Federal	RT	5/1/2000	5,000	Talos ERT	12.5%	PROD	
SM 97	G32159	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
SP 61	G01609	Federal	OP	7/1/1967	5,000	Fieldwood En	100.0%	UNIT	[5]
SP 62	G01294	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	
SP 63	G34365	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	EXPIR	
SP 64	G01901	Federal	RT	1/1/1969	5,000	Fieldwood En	50.0%	UNIT	
SP 64	G01901	Federal	OP	1/1/1969	5,000	Fieldwood En	75.0%	UNIT	
SP 65	G01610	Federal	RT	7/1/1967	5,000	Fieldwood En	50.0%	UNIT	
SP 65	G01610	Federal	OP	7/1/1967	5,000	Fieldwood En	75.0%	UNIT	
SP 66	G1611	Federal	ORRI	6/1/1967		Fieldwood En	8.3%	UNIT	[4]
SP 68	G34366	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
SP 69	G34367	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
SP 70	G01614	Federal	RT	6/1/1967	5,000	Fieldwood En	100.0%	PROD	
SP 75	G05051	Federal	OP 2	4/1/1982	5,000	GOM Shelf	28.8%	TERMIN	
SP 75	G05051	Federal	RT	4/1/1982	5,000	GOM Shelf	71.2%	TERMIN	[1]
SP 75	G05051	Federal	OP 2	4/1/1982	5,000	GOM Shelf	71.2%	TERMIN	[1]
SP 83	G05052	Federal	ORRI	4/1/1982	5,000	Arena Off	0.7%	RELINQ	
SP 87	G07799	Federal	RT	9/1/1985	3,540	Fieldwood En	33.3%	TERMIN	
SP 87	G07799	Federal	RT	9/1/1985	3,540	Fieldwood En	33.3%	TERMIN	[1]
SP 88	G10894	Federal	RT	6/1/1989	3,540	Apache	100.0%	RELINQ	
SP 89	G01618	Federal	RT	7/1/1967	5,000	Fieldwood En	50.0%	PROD	
SP 96	G31431	Federal	RT	3/1/2008	5,000	Stone En	50.0%	RELINQ	
SS 105	G09614	Federal	RT	8/1/1988	5,000	Bennu O&G	100.0%	PROD	
SS 105	G09614	Federal	OP 2	8/1/1988	5,000	Bennu O&G	100.0%	PROD	
SS 105	G09614	Federal	OP 3	8/1/1988	5,000	Bennu O&G	100.0%	PROD	
SS 126	G12940	Federal	RT	5/1/1991	5,000	Fieldwood En	100.0%	TERMIN	
SS 126	G12940	Federal	OP	5/1/1991	5,000	Fieldwood En	100.0%	TERMIN	
SS 129	G12941	Federal	RT	5/1/1991	5,000	Fieldwood En	100.0%	PROD	
SS 129	G12941	Federal	ORRI	5/1/1991		Fieldwood En	3.3%	PROD	
SS 130	00453	Federal	ORRI	1/1/1955	5,000	W&T Off	3.0%	TERMIN	
SS 145	G34831	Federal	CONT	9/1/2013	5,000	Hoactzin Part	25.0%	TERMIN	
SS 150	00419	Federal	ORRI	11/1/1954	5,000	Ridgelake En	5.0%	PROD	
SS 151	G15282	Federal	RT	7/1/1995	5,000	EnVen En Vent	100.0%	PROD	
SS 153	G18011	Federal	RT	7/1/1997	5,000	Fieldwood En	33.3%	TERMIN	
SS 154	00420	Federal	ORRI	11/1/1954		Ridgelake En	8.0%	PROD	
SS 159	G11984	Federal	OP	7/1/1990	5,000	Hoactzin Part	15.5%	TERMIN	
SS 169	00820	Federal	RT	4/1/1960	5,000	Fieldwood En	66.7%	PROD	[6]
SS 175	G05550	Federal	RT	7/1/1983	5,000	Chevron USA	66.7%	UNIT	
SS 176	G33646	Federal	RT	7/1/2010	5,000	Fieldwood En	40.0%	PROD	
SS 178	G05551	Federal	RT	7/1/1983	5,000	Fieldwood En	100.0%	PROD	
SS 182	G03998	Federal	RT	3/1/1979	2,500	Fieldwood En	100.0%	PROD	
SS 188	G05203	Federal	CONT	1/1/1983	5,027	Fieldwood En	100.0%	TERMIN	
SS 189	G04232	Federal	OP 5	12/1/1979	5,000	Fieldwood En	99.0%	PROD	[4]
SS 189	G04232	Federal	RT	12/1/1979	5,000	Fieldwood En	99.0%	PROD	[4]
SS 189	G4232	Federal	ORRI	12/1/1979		Fieldwood En	8.0%	PROD	[4]
SS 190	G10775	Federal	RT	4/1/1989	5,000	Fieldwood En	60.0%	TERMIN	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
SS 190	G10775	Federal	OP	4/1/1989	5,000	Fieldwood En	100.0%	TERMIN	
SS 193	G13917	Federal	RT	5/1/1993	5,000	Fieldwood En	100.0%	PROD	
SS 194	G15288	Federal	RT	7/1/1995	5,000	Fieldwood En	100.0%	PROD	
SS 198	00593	Federal	RT	9/1/1955	2,969	Renaissance Off	50.0%	PROD	[1]
SS 198	G12355	Federal	OP	9/1/1955	2,031	Renaissance Off	25.0%	PROD	
SS 199	00594	Federal	RT	9/1/1955	3,516	Talos En Off	50.0%	PROD	
SS 199	G12358	Federal	OP	9/1/1955	1,484	Renaissance Off	50.0%	PROD	
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	55.2%	PROD	[4]
SS 206	G01522	Federal	RT	7/1/1967	5,000	Fieldwood En	60.0%	UNIT	[6]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	72.2%	UNIT	[7]
SS 207	G01523	Federal	OP	7/1/1967	5,000	Fieldwood En	47.6%	UNIT	[7]
SS 210	G05204	Federal	CONT	1/1/1983	5,000	Fieldwood En	100.0%	RELINQ	
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	80.0%	PROD	[4]
SS 243	G10780	Federal	RT	7/1/1989	5,000	Fieldwood En	50.0%	PROD	
SS 243	G10780	Federal	ORRI	7/1/1989		Fieldwood En	4.2%	PROD	
SS 249	G01030	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	5.3%	UNIT	[4]
SS 249	G1030	Federal	ORRI	6/1/1962		Fieldwood En Off	0.2%	UNIT	[4]
SS 258	G05560	Federal	RT	7/1/1983	5,000	Castex Off	100.0%	TERMIN	
SS 258	G05560	Federal	OP	7/1/1983	5,000	Castex Off	7.4%	TERMIN	
SS 259	G05044	Federal	RT	4/1/1982	5,141	Fieldwood En	100.0%	TERMIN	
SS 259	G05044	Federal	OP	4/1/1982	5,141	Fieldwood En	7.4%	TERMIN	
SS 271	G01038	Federal	RT	6/1/1962	5,000	Fieldwood En Off	20.0%	UNIT	[4]
SS 274	G01039	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	
SS 276	G10785	Federal	RT	5/1/1989	5,000	Monforte	66.7%	TERMIN	
SS 277	G09627	Federal	RT	5/1/1988	5,000	Fieldwood En	1.0%	SOP	
SS 277	G09627	Federal	OP	5/1/1988	5,000	Fieldwood En	100.0%	SOP	
SS 278	G32206	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
SS 291	G02923	Federal	OP	12/1/1974	3,750	Fieldwood En	67.9%	OPERNs	[4]
SS 30	00333	Federal	RT	9/12/1946	5,000	W & T Off	37.5%	UNIT	
SS 301	G10794	Federal	ORRI	5/1/1989		Fieldwood En	1.5%	SOP	[2]
SS 31	00334	Federal	RT	9/12/1946	5,000	W & T Off	37.5%	UNIT	
SS 314	G26074	Federal	OP 4	5/1/2004	5,000	Fieldwood En	37.5%	PROD	
SS 314	G26074	Federal	RT	5/1/2004	5,000	Fieldwood En	75.0%	PROD	
SS 314	G26074	Federal	ORRI	5/1/2004		Fieldwood En	4.5%	PROD	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
SS 32	00335	Federal	RT	9/12/1946	5,000	W & T Off	37.5%	UNIT	
SS 33	00336	Federal	CONT	9/12/1946	5,000	W&T Off	28.9%	UNIT	
SS 33	00336	Federal	ORRI	9/12/1946	5,000	W&T Off	0.8%	UNIT	
SS 354	G15312	Federal	RT	7/1/1995	5,000	Fieldwood En	100.0%	PROD	
SS 355	G33650	Federal	RT	6/1/2010	5,323	Apache Shelf Exp	100.0%	RELINQ	
SS 58	G07746	Federal	ORRI	7/1/1985	5,000	Talos Third Cst	10.5%	PROD	
SS 68	G02917	Federal	RT	12/1/1974	5,000	Fieldwood En	100.0%	RELINQ	
SS 87	G12349	Federal	ORRI	9/12/1946	1,953	Sanare En Part	1.0%	UNIT	
SS 91	G02919	Federal	RT	12/1/1974	5,000	Fieldwood En	87.5%	PROD	
SS 91	G02919	Federal	OP 2	12/1/1974	5,000	Fieldwood En	87.5%	PROD	
SS 91	G02919	Federal	OP 2	12/1/1974	5,000	Fieldwood En	12.5%	PROD	[1]
SS 91	G02919	Federal	RT	12/1/1974	5,000	Fieldwood En	12.5%	PROD	[1]
ST 146	G33110	Federal	RT	7/1/2009	3,772	Apache Shelf Exp	100.0%	EXPIR	
ST 148	G01960	Federal	RT	2/1/1970	2,500	Arena Off	15.6%	PROD	
ST 148	G01960	Federal	OP	2/1/1970	2,500	Arena Off	15.6%	PROD	
ST 161	G01248	Federal	OP	6/1/1962	5,000	Arena Off	25.0%	PROD	
ST 166	G01252	Federal	OP	6/1/1962	5,000	Apache	100.0%	TERMIN	
ST 173	G04001	Federal	RT	3/1/1979	5,000	Apache	100.0%	TERMIN	
ST 179	G12020	Federal	RT	6/1/1990	5,000	Fieldwood En Off	50.0%	TERMIN	
ST 179	G12020	Federal	OP	6/1/1990	5,000	Fieldwood En Off	68.8%	TERMIN	
ST 190	G01261	Federal	RT	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 190	G01261	Federal	OP	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 194	G05610	Federal	RT	7/1/1983	5,000	Fieldwood En	100.0%	TERMIN	
ST 203	G01269	Federal	OP 1	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 203	G01269	Federal	OP 2	6/1/1962	5,000	Black Elk En Off Op	20.0%	TERMIN	
ST 203	G01269	Federal	RT	6/1/1962	5,000	Black Elk En Off Op	40.0%	TERMIN	
ST 205	G05612	Federal	RT	7/1/1983	5,000	Fieldwood En	50.0%	PROD	
ST 205	G05612	Federal	OP 3	7/1/1983	5,000	Fieldwood En	75.0%	PROD	
ST 205	G05612	Federal	OP 4	7/1/1983	5,000	Fieldwood En	100.0%	PROD	
ST 205	G05612	Federal	OP 7	7/1/1983	5,000	Fieldwood En	50.0%	PROD	
ST 205	G05612	Federal	OP 6	7/1/1983	5,000	Fieldwood En	75.0%	PROD	
ST 205	G05612	Federal	OP 5	7/1/1983	5,000	Fieldwood En	50.0%	PROD	
ST 205	G05612	Federal	ORRI	7/1/1983	5,000	Fieldwood En	2.0%	PROD	
ST 206	G05613	Federal	RT	7/1/1983	5,000	Fieldwood En	50.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
ST 228	G32217	Federal	RT	8/1/2008	5,000	Eni US Op	40.0%	EXPIR	
ST 229	G13938	Federal	OP	7/1/1993	2,148	W & T Off	33.3%	PROD	
ST 244	G34341	Federal	RT	10/1/2012	4,572	Apache Shelf Exp	100.0%	RELINQ	
ST 26	G01361	Federal	RT	5/1/1964	625	Cox Op	50.0%	UNIT	
ST 26	G01870	Federal	RT	11/1/1968	1,875	Cox Op	50.0%	UNIT	
ST 26	G02620	Federal	RT	5/1/1974	2,500	Cox Op	50.0%	UNIT	
ST 276	G07780	Federal	RT	8/1/1985	5,000	Eni US Op	100.0%	UNIT	
ST 276	G07780	Federal	OP	8/1/1985	5,000	Eni US Op	100.0%	UNIT	
ST 290	G16454	Federal	RT	4/24/1996	5,000	Apache	100.0%	TERMIN	
ST 291	G16455	Federal	RT	9/1/1996	5,000	Fieldwood En	100.0%	PROD	
ST 291	G16455	Federal	OP	9/1/1996	5,000	Fieldwood En	100.0%	PROD	
ST 295	G05646	Federal	RT	7/1/1983	5,000	Fieldwood En	100.0%	UNIT	
ST 296	G12981	Federal	RT	5/1/1991	5,000	Fieldwood En	100.0%	UNIT	
ST 296	G12981	Federal	OP	5/1/1991	5,000	Fieldwood En	100.0%	UNIT	
ST 311	G31418	Federal	RT	3/1/2008	5,000	Walter O&G	45.0%	PROD	
ST 316	G22762	Federal	RT	6/1/2001	4,435	W & T Off	20.0%	PROD	[4]
ST 320	G24990	Federal	RT	5/1/2003	5,000	W & T Off	11.3%	PROD	
ST 47	G33652	Federal	RT	7/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
ST 49	G24956	Federal	RT	6/1/2003	5,000	Fieldwood En	100.0%	PROD	
ST 49	G24956	Federal	OP	6/1/2003	5,000	Fieldwood En	100.0%	PROD	
ST 50	G34331	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
ST 53	G04000	Federal	RT	3/1/1979	5,000	Fieldwood En	50.0%	PROD	[2]
ST 53	G04000	Federal	OP 1	3/1/1979	5,000	Fieldwood En	50.0%	PROD	[2]
ST 53	G04000	Federal	OP 2	3/1/1979	5,000	Fieldwood En	25.0%	PROD	[2]
ST 59	G31404	Federal	RT	2/1/2008	5,000	LLOG Exp Off	25.0%	RELINQ	
ST 64	G33106	Federal	RT	7/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
ST 67	00020	Federal	CONT	4/25/1947		Fieldwood En	79.7%	UNIT	[2]
SX 17	G04143	Federal	RT	10/1/1979	2,042	Apache	92.3%	RELINQ	
SX 17	G04143	Federal	OP	10/1/1979	2,042	Apache	20.0%	RELINQ	
VK 118	G33697	Federal	RT	5/1/2010	5,760	Apache Shelf Exp	75.0%	EXPIR	
VK 203	G07890	Federal	RT	7/1/1985	5,760	Talos ERT	33.3%	TERMIN	
VK 203	G07890	Federal	OP	7/1/1985	5,760	Talos ERT	33.3%	TERMIN	
VK 204	G04921	Federal	RT	12/1/1981	5,760	Talos ERT	33.3%	TERMIN	
VK 204	G04921	Federal	OP	12/1/1981	5,760	Talos ERT	33.3%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
VK 251	G10930	Federal	OP	7/1/1989	5,760	Fieldwood En Off	7.5%	UNIT	[3]
VK 340	G10933	Federal	OP	7/1/1989	5,760	Fieldwood En Off	7.5%	UNIT	[3]
VK 384	G16541	Federal	OP	6/1/1996	5,760	Chevron USA	20.0%	TERMIN	
VK 692/693	G07898	Federal	RT	9/1/1985	4,773	Fieldwood En	56.9%	TERMIN	
VK 694	G13055	Federal	RT	7/1/1991	3,214	Fieldwood En	53.1%	TERMIN	
VK 694	G13055	Federal	OP	7/1/1991	3,214	Fieldwood En	92.1%	TERMIN	
VK 698	G07901	Federal	RT	8/1/1985	4,996	Fieldwood En	52.4%	TERMIN	
VK 736	G13987	Federal	RT	7/1/1993	4,742	Fieldwood En	100.0%	TERMIN	
VK 780	G06884	Federal	RT	6/1/1984	5,760	Fieldwood En	100.0%	TERMIN	
VK 824	G15436	Federal	RT	9/1/1995	5,760	Apache	100.0%	RELINQ	
VK 856	G34872	Federal	RT	7/1/2013	877	Apache Shelf Exp	75.0%	RELINQ	
VK 899	G34408	Federal	RT	8/1/2012	1,553	Apache Shelf Exp	100.0%	EXPIR	
VR 115	G33593	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 128	G33594	Federal	RT	6/1/2010	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 131	00775	Federal	OP	5/1/1960	4,923	Talos En Off	72.5%	TERMIN	
VR 146	G33084	Federal	RT	7/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
VR 156	G34251	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 160	G34252	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
VR 161	G34253	Federal	RT	10/1/2012	4,868	Apache Shelf Exp	100.0%	RELINQ	
VR 252	G05431	Federal	ORRI	7/1/1983	4,454	Castex Off	2.0%	PROD	
VR 253	G17912	Federal	ORRI	7/1/1997	5,000	Castex Off	0.6%	PROD	
VR 26	00297	Federal	OP 1	11/26/1946	4,646	Apache Shelf	100.0%	TERMIN	
VR 26	00297	Federal	OP 2	11/26/1946	4,646	Apache Shelf	25.0%	TERMIN	
VR 26	00297	Federal	RT	11/26/1946	4,646	Apache Shelf	50.0%	TERMIN	
VR 261	G03328	Federal	RT	4/1/1976	5,429	Fieldwood En	75.0%	TERMIN	[6]
VR 261	G03328	Federal	OP 2	4/1/1976	5,429	Fieldwood En	37.5%	TERMIN	[6]
VR 261	G03328	Federal	ORRI	4/1/1976		Fieldwood En	6.3%	TERMIN	[6]
VR 262	G34257	Federal	RT	10/1/2012	5,485	Fieldwood En	75.0%	RELINQ	[4]
VR 265	G01955	Federal	RT	1/1/1970	5,000	Fieldwood En	100.0%	SOP	
VR 27	G01329	Federal	OP 2	12/1/1962	1,902	Apache Shelf	100.0%	TERMIN	
VR 27	G01329	Federal	OP 1	12/1/1962	1,902	Apache Shelf	25.0%	TERMIN	
VR 27	G01329	Federal	RT	12/1/1962	1,902	Apache Shelf	50.0%	TERMIN	
VR 271	G04800	Federal	OP	9/1/1981	4,418	Castex Off	12.5%	PROD	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
VR 326	G21096	Federal	RT	6/1/1999	5,000	Fieldwood En	70.3%	TERMIN	
VR 332	G09514	Federal	CONT	3/30/1988		Fieldwood En	50.0%	PROD	[3]
VR 34	G01356	Federal	OP 1	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 34	G01356	Federal	OP 2	6/1/1964	625	Apache Shelf	75.0%	TERMIN	
VR 34	G01356	Federal	RT	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 35	00548	Federal	OP 1	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 35	00548	Federal	OP 2	9/1/1955	2,500	Apache Shelf	75.0%	TERMIN	
VR 35	00548	Federal	RT	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 35	00549	Federal	OP 1	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 35	00549	Federal	OP 2	9/1/1955	2,500	Apache Shelf	75.0%	TERMIN	
VR 35	00549	Federal	RT	9/1/1955	2,500	Apache Shelf	100.0%	TERMIN	
VR 356	G17921	Federal	ORRI	8/1/1997	4,093	EnVen En Vent	2.6%	PROD	
VR 36	G01357	Federal	OP 2	6/1/1964	625	Apache Shelf	75.0%	TERMIN	
VR 36	G01357	Federal	OP 1	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 36	G01357	Federal	RT	6/1/1964	625	Apache Shelf	100.0%	TERMIN	
VR 369	G02274	Federal	OP 4	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 369	G02274	Federal	OP 3	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 369	G02274	Federal	RT	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 369	G02274	Federal	Unit	2/1/1973	5,000	Renaissance Off	23.2%	UNIT	
VR 374	G32153	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
VR 380	G02580	Federal	RT	5/1/1974	5,000	Fieldwood En	100.0%	PROD	
VR 381	G16314	Federal	RT	9/1/1996	5,000	Apache Shelf	100.0%	TERMIN	
VR 381	G16314	Federal	OP	9/1/1996	5,000	Apache Shelf	80.0%	TERMIN	
VR 386	G02278	Federal	RT A	2/1/1973	5,000	Marathon Oil	30.2%	UNIT	
VR 386	G02278	Federal	RT B	2/1/1973	5,000	Marathon Oil	29.0%	UNIT	
VR 408	G15212	Federal	RT	7/1/1995	5,000	Fieldwood En	12.5%	PROD	
VR 408	G15212	Federal	OP	7/1/1995	5,000	Fieldwood En	100.0%	PROD	
WC 102	00247	Federal	RT	9/9/1946	5,000	Fieldwood En	100.0%	TERMIN	
WC 110	00081	Federal	RT	6/10/1947	5,000	BP E&P	100.0%	PROD	
WC 110	00081	Federal	OP	6/10/1947	5,000	BP E&P	37.5%	PROD	
WC 111	00082	Federal	RT	6/10/1947	1,250	BP E&P	100.0%	PROD	
WC 111	00082	Federal	OP	6/10/1947	1,250	BP E&P	37.5%	PROD	
WC 111	G33046	Federal	RT	8/1/2009	3,750	Eni US Op	25.0%	EXPIR	
WC 130	G12761	Federal	RT	5/1/1991	5,000	Eni US Op	25.0%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
WC 144	G01953	Federal	RT	2/1/1970	5,000	Fieldwood En	62.5%	TERMIN	
WC 155	G32114	Federal	RT	8/1/2008	5,000	Apache	100.0%	EXPIR	
WC 163	G05299	Federal	RT A	7/1/1983	5,000	Fieldwood En	61.0%	TERMIN	
WC 163	G05299	Federal	RT B	7/1/1983	5,000	Fieldwood En	56.2%	TERMIN	
WC 165	00758	Federal	RT	4/1/1960	5,000	Fieldwood En	100.0%	TERMIN	
WC 172	G01998	Federal	OP 1	2/1/1971	5,000	Apache Shelf	22.5%	TERMIN	
WC 172	G01998	Federal	OP 2	2/1/1971	5,000	Apache Shelf	22.5%	TERMIN	
WC 172	G01998	Federal	OP 3	2/1/1971	5,000	Apache Shelf	22.5%	TERMIN	
WC 172	G01998	Federal	OP 4	2/1/1971	5,000	Apache Shelf	22.5%	TERMIN	
WC 172	G01998	Federal	OP 10	2/1/1971	5,000	Apache Shelf	25.0%	TERMIN	
WC 172	G01998	Federal	OP 11	2/1/1971	5,000	Apache Shelf	25.0%	TERMIN	
WC 172	G01998	Federal	OP 12	2/1/1971	5,000	Apache Shelf	25.0%	TERMIN	
WC 181	G33558	Federal	RT	6/1/2010	2,500	Apache Shelf Exp	100.0%	RELINQ	
WC 196	G05292	Federal	RT	7/1/1983	5,000	Union Oil CA	8.3%	TERMIN	
WC 20	00680	Federal	OP	8/1/1959	1,873	Sanare En Part	50.0%	PROD	
WC 210	G34216	Federal	RT	10/1/2012	5,000	Apache	100.0%	RELINQ	
WC 225	G00900	Federal	OP 1	4/1/1962	5,000	Tarpon O&D	26.7%	TERMIN	
WC 269	G13563	Federal	OP	8/1/1992	5,000	Sanare En Part	33.8%	TERMIN	
WC 290	G04818	Federal	OP 1	9/1/1981	5,000	Fieldwood En Off	10.4%	TERMIN	[3]
WC 290	G04818	Federal	RT	9/1/1981	5,000	Fieldwood En Off	16.7%	TERMIN	[3]
WC 291	G04397	Federal	RT	11/1/1980	5,000	Apache	100.0%	TERMIN	
WC 291	G04397	Federal	OP	11/1/1980	5,000	Apache	60.0%	TERMIN	
WC 295	G24730	Federal	OP 1	5/1/2003	5,000	Fieldwood En	20.6%	PROD	[4]
WC 300	G15078	Federal	RT	7/1/1995	5,000	SandRidge En Off	14.0%	TERMIN	
WC 300	G15078	Federal	OP	7/1/1995	5,000	SandRidge En Off	24.4%	TERMIN	
WC 310	G17789	Federal	RT	8/1/1997	5,000	Fieldwood En	100.0%	TERMIN	
WC 310	G17789	Federal	OP	8/1/1997	5,000	Fieldwood En	73.7%	TERMIN	
WC 33	G15050	Federal	RT	7/1/1995	2,891	Fieldwood En	100.0%	PROD	
WC 34	G03251	Federal	RT	9/1/1975	4,506	Apache	100.0%	TERMIN	
WC 35	G02819	Federal	RT	12/1/1974	4,688	Apache	100.0%	TERMIN	
WC 35	G02819	Federal	OP	12/1/1974	4,688	Apache	100.0%	TERMIN	
WC 35, WC 66	G01860	Federal	OP 2	1/1/1969	1,563	BP E&P	100.0%	PROD	
WC 35/66	G01860	Federal	RT	1/1/1969	1,563	BP E&P	100.0%	PROD	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
WC 401	G07619	Federal	RT	7/1/1985	5,000	ConocoPhillips	33.3%	TERMIN	
WC 576	G33061	Federal	RT	6/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
WC 624	G33064	Federal	RT	6/1/2009	5,000	Apache Shelf Exp	100.0%	EXPIR	
WC 65	G02825	Federal	OP 4	12/1/1974	5,000	BP E&P	81.3%	PROD	[4]
WC 65	G02825	Federal	RT	12/1/1974	5,000	BP E&P	100.0%	PROD	[4]
WC 65	G02825	Federal	OP	12/1/1974	5,000	BP E&P	100.0%	PROD	[4]
WC 650	G34217	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
WC 656	G34218	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
WC 657	G34219	Federal	RT	10/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
WC 66	G02826	Federal	OP 2	12/1/1974	3,750	Fieldwood En	75.0%	PROD	[4]
WC 66	G02826	Federal	OP	12/1/1974	3,750	Fieldwood En	100.0%	PROD	[4]
WC 67	G03256	Federal	OP 1	9/1/1975	5,000	Apache	100.0%	TERMIN	[4]
WC 67	G03256	Federal	OP 2	9/1/1975	5,000	Apache	66.6%	TERMIN	[4]
WC 68	00526	Federal	RT	9/1/1955	2,500	BP Am Prod	100.0%	TERMIN	
WC 71	00244	Federal	RT	9/9/1946	5,000	Fieldwood En	100.0%	TERMIN	
WC 72	G23735	Federal	RT	7/1/2002	5,000	Fieldwood En Off	25.0%	PROD	
WC 73	G23736	Federal	OP	7/1/2002	5,000	Castex Off	25.0%	PROD	
WC 99	G34213	Federal	RT	8/1/2012	5,000	Apache Shelf Exp	100.0%	RELINQ	
WD 103	00840	Federal	RT	5/1/1960	3,984	Fieldwood En	100.0%	PROD	
WD 103	G12360	Federal	OP 1	5/1/1960	1,016	Fieldwood En	81.3%	PROD	[4]
WD 104	00841	Federal	RT	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 104	00841	Federal	OP 1	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 104	00841	Federal	OP 2	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 104	00841	Federal	OP 3	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 104	00841	Federal	OP 5	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	RT	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	OP 3	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	OP 4	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	OP 5	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 105	00842	Federal	OP 6	5/1/1960	5,000	Fieldwood En	100.0%	PROD	
WD 121	G19843	Federal	OP 1	8/1/1998	5,000	Fieldwood En	84.0%	PROD	[4]
WD 122	G13645	Federal	OP 1	8/1/1992	5,000	Fieldwood En	84.0%	PROD	[4]
WD 122	G13645	Federal	OP 2	8/1/1992	5,000	Fieldwood En	84.0%	PROD	[4]
WD 122	G13645	Federal	RT	8/1/1992	5,000	Fieldwood En	100.0%	PROD	[4]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
WD 128	G10883	Federal	RT	6/1/1989	5,000	Fieldwood En	100.0%	TERMIN	
WD 133	G01106	Federal	RT	5/1/1962	5,000	Arena Off	100.0%	PROD	
WD 133	G01106	Federal	ORRI	5/1/1962		Arena Off	1.0%	PROD	
WD 133	G01106	Federal	ORRI	5/1/1962		Arena Off	7.2%	PROD	
WD 34	G03414	Federal	RT	1/1/1977	2,500	Fieldwood En	76.7%	TERMIN	
WD 34	G03414	Federal	OP	1/1/1977	2,500	Fieldwood En	46.7%	TERMIN	
WD 38	G22772	Federal	RT	5/1/2001	1,796	Apache	87.5%	TERMIN	
WD 38	G22772	Federal	OP	5/1/2001	1,796	Apache	43.8%	TERMIN	
WD 41	G01073	Federal	RT	3/1/1962	5,000	Apache	100.0%	TERMIN	
WD 41	G01073	Federal	OP	3/1/1962	5,000	Apache	50.0%	TERMIN	
WD 42	G16470	Federal	RT	9/1/1996	5,000	Fieldwood En	100.0%	TERMIN	
WD 42	G16470	Federal	OP	9/1/1996	5,000	Fieldwood En	50.0%	TERMIN	
WD 53	17935	SL-LA	WI	10/13/2003	-	Whitney Oil	33.3%	TERMIN	
WD 67	00179	Federal	RT	7/17/1948	2,500	GOM Shelf	75.0%	UNIT	[1], [2]
WD 67	00179	Federal	OP 1	7/17/1948	2,500	BP E&P	18.8%	UNIT	[1], [2]
WD 67	00179	Federal	OP 2	7/17/1948	2,500	GOM Shelf	37.5%	UNIT	[1], [2]
WD 68	00180	Federal	RT	7/17/1948	1,833	GOM Shelf	75.0%	UNIT	[1], [2]
WD 68	00180	Federal	OP 1	7/17/1948	1,833	BP E&P	18.8%	UNIT	[1], [2]
WD 68	00180	Federal	OP 2	7/17/1948	1,833	GOM Shelf	37.5%	UNIT	[1], [2]
WD 69	00181	Federal	RT	7/17/1948	3,665	GOM Shelf	75.0%	UNIT	[1], [2]
WD 69	00181	Federal	OP 1	7/17/1948	3,665	BP E&P	18.8%	UNIT	[1], [2]
WD 69	00181	Federal	OP 2	7/17/1948	3,665	GOM Shelf	37.5%	UNIT	[1], [2]
WD 70	00182	Federal	RT	7/17/1948	5,000	GOM Shelf	75.0%	UNIT	[1], [2]
WD 70	00182	Federal	OP 1	7/17/1948	5,000	BP E&P	18.8%	UNIT	[1], [2]
WD 70	00182	Federal	OP 2	7/17/1948	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
WD 71	00838	Federal	RT	4/1/1960	5,000	BP E&P	75.0%	UNIT	[1], [2]
WD 71	00838	Federal	OP 1	4/1/1960	5,000	BP E&P	18.8%	UNIT	[1], [2]
WD 71	00838	Federal	OP 2	4/1/1960	5,000	GOM Shelf	37.5%	UNIT	[1], [2]
WD 75	G01085	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	
WD 90	G01089	Federal	OP 3	6/1/1962	5,000	Fieldwood En	81.3%	PROD	[4]
WD 90	G01089	Federal	RT	6/1/1962	5,000	Fieldwood En	100.0%	PROD	[4]
WD 94	00839	Federal	RT	5/1/1960	5,000	GOM Shelf	75.0%	PROD	[1], [2]
WD 94	00839	Federal	OP 1	5/1/1960	5,000	GOM Shelf	37.5%	PROD	[1], [2]
WD 94	00839	Federal	OP 2	5/1/1960	5,000	GOM Shelf	75.0%	PROD	[1], [2]

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres	Operator	WI	Lease Status	Notes <sup>†</sup>
WD 95	G01497	Federal	RT	12/1/1966	5,000	GOM Shelf	75.0%	PROD	[1], [2]
WD 95	G01497	Federal	OP 1	12/1/1966	5,000	GOM Shelf	37.5%	PROD	[1], [2]
WD 95	G01497	Federal	OP 2	12/1/1966	5,000	GOM Shelf	75.0%	PROD	[1], [2]
WD 96	G01498	Federal	RT	12/1/1966	3,665	GOM Shelf	75.0%	PROD	[1], [2]
WD 96	G01498	Federal	OP 2	12/1/1966	3,665	GOM Shelf	37.5%	PROD	[1], [2]

**FWE I ROW**

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142	
17938	Fieldwood Energy, LLC	CA	43	A	VK	247	24"SSTI	6	GAS	Active	G29431	G32268	
3519	Fieldwood Energy, LLC	EC	14	CF	EC	9	F/S	4	COND	Out of Service	G13721	G01440	
13104	Fieldwood Energy, LLC	EC	2	F/S	EC	2	6" SSTI	4	GAS	Permitted for Abandonment	G22383	G15050	
17801	Fieldwood Energy, LLC	EC	14	CF	WC	69	30 SSTI	12	GAS	Permitted for Abandonment	G28556	G01440	
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438	[3]
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Active	G02139A	G02115	[3]
6818	Fieldwood Energy, LLC	EI	337	A	EI	330	B	6	GAS	Out of Service	G05932	G03332	
6819	Fieldwood Energy, LLC	EI	337	A	EI	330	14 SSTI	6	OIL	Out of Service	G05931	G03332	
6852	Fieldwood Energy, LLC	EI	315	A	EI	330	14 SSTI	6	OIL	Out of Service	G13447	G02112	
7290	Fieldwood Energy, LLC	EI	316	A	EI	330	14 SSTI	8	OIL	Active	G07537	G05040	
7347	Fieldwood Energy, LLC	EI	316	A	EI	330	8" SSTI	6	GAS	Active	G07555	G05040	
7914	Fieldwood Energy, LLC	EI	212	A	SS	152	24 SSTI	6	GAS	Out of Service	G08530	G05503	
7915	Fieldwood Energy, LLC	EI	212	A	EI	213	12 SSTI	6	OIL	Out of Service	G08531	G05503	
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	[4]

[1] Lease carries \$0 liability.

[2] FWE I is to obtain 75% of the Debtors' interests in Segment 9084, 50% of the Debtors' interest in Segments 4647 and 5890 and 79.666% of the Debtors' interest in Segment 17265, and the Credit Bid Purchaser is to obtain the Debtors' remaining interests in those four pipeline segments.

[3] Represents each ROW in which FWE I is to acquire solely as to the same 8/8ths undivided interest that FWE I is to acquire in the related lease referenced above for such ROW; the Debtors' remaining interests in such ROW are to be abandoned.

[4] Represents each ROW in which (i) FWE I is to acquire solely as to the same 8/8ths undivided interest that FWE I is to acquire in the related lease referenced above for such ROW; and (ii) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479	[3]
9376	Fieldwood Energy, LLC	EI	142	A	EI	141	10 SSTI	4	OIL	Out of Service	G12734	00052	
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479	
14073	Fieldwood Energy, LLC	EI	188	JE	EI	188	06 SSTI	4	BLKG	Out of Service	G29056	00443	
14479	Fieldwood Energy, LLC	EI	158	C	EI	176	12"SSTI	6	OIL	Out of Service	G13702	G01220	
15906	Fieldwood Energy, LLC	EI	173	G	EI	175	C	4	BLKO	Out of Service	G28239	G13622	
16225	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	OIL	Out of Service	G28598	G10752	
16226	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	GAS	Out of Service	G28599	G10752	
16243	Fieldwood Energy, LLC	EI	189	B	EI	188	A	4	GAS	Out of Service	G29057	00423	
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	[4]
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	[4]
-	Fieldwood Energy, LLC	EI	187	2	EI	187	2			Active	G30283	G10736	
8487	Fieldwood Energy, LLC	EW	826	A	ST	300	12 SSTI	12	OIL	Out of Service	G10110	G05800	
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524	[3]
7866	Fieldwood Energy, LLC	GI	33	A	GI	22	L	8	GAS	Permitted for Abandonment Approved	G08514	G04002	
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175	[2]
17673	Fieldwood Energy, LLC	GI	54	#2	GI	47	L	4	BLKO	Permitted for Abandonment Approved	G28528	G27173	
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754	
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721	
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754	[3]
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754	[3]

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754	[3]
11841	Fieldwood Energy, LLC	HI	A 545	JA	HI	A 547	B	6	BLKG	Permitted for Abandonment	G20510	G17199	
14650	Fieldwood Energy, LLC	HI	201	#1	HI	199	A	6	BLKG	Partial Abandon	G25397	G23199	
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605	[3]
15581	Fieldwood Energy, LLC	HI	120	A	HI	128	SSTI	6	G/C	Out of Service	G26968	G24730	
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579	[1]
18789	Fieldwood Energy LLC	HI	116	Platform A	HI	71	16-inch SSTI	16	G/C	PABN	G28649	G06156	
9032	Fieldwood Energy, LLC	MC	311	A	MC	312	8 SSTI	8	OIL	Active	G11747	G02968	
3472	Fieldwood Energy, LLC	MP	140	B	MP	56	F/S	18	BLKG	Out of Service	G13511	G02193	
5917	GOM Shelf, LLC	MP	311	A	MP	313	12 SSTI	8	OIL	Out of Service	G13466	G02213	
7143	Fieldwood Energy, LLC	MP	310	A	MP	297	12 SSTI	6	OIL	Out of Service	G07100	G04126	
13100	Fieldwood Energy, LLC	MP	259	A	VK	739	#01	5	UMB	Out of Service	G22377	G07827	
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481	[4]
5408	Fieldwood Energy, LLC	PL	10	B	PL	13	20 SSTI	8	OIL	Out of Service	G09317	G02925	
16044	Fieldwood Energy, LLC	PL	9	#10	PL	10	B	6	BLKG	Out of Service	G28276	G02924	
4008	Fieldwood Energy, LLC	SM	268	A	SS	28	A	12	OIL	Out of Service	G02816	G34284	
4647	Fieldwood Energy, LLC	SM	149	6"SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592	[2]
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600	
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600	
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600	
6513	Fieldwood Energy, LLC	SM	268	D	SM	268	A	10	BLKO	Out of Service	G29132	G02310	
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Active	G28756	G14456	



SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
11046	Fieldwood Energy, LLC	SM	11	Well No.34	SM	10	A	6	BLKG	Out of Service	G28813	G01182	
11047	Fieldwood Energy, LLC	SM	10	A	SM	11	34	3	LIFT	Out of Service	G28812	G01181	
11986	Fieldwood Energy, LLC	SM	39	A	SM	33	30 SSTI	8	GAS	Out of Service	G20565	G16320	
11987	Fieldwood Energy, LLC	SM	39	A	SM	40	10 SSTI	6	OIL	Out of Service	G20566	G16320	
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456	[3]
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Active	G28484	G02311	
18057	Fieldwood Energy, LLC	SM	11	No.58 Caisson	SM	10	A	4	BLKG	Out of Service	G28815	G01182	
18510	Fieldwood Energy, LLC	SM	10	A	SM	287	SSTI	6	GAS	Out of Service	G29113	G01181	
18563	Fieldwood Energy, LLC	SM	48	E	SM	39	A	6	G/C	Out of Service	G29128	00786	
18583	Fieldwood Energy, LLC	SM	10	A	SM	11	SSTI	4	OIL	Out of Service	G28814	G01181	
18802	Fieldwood Energy, LLC	SM	39	A	SM	48	E	3	LIFT	Out of Service	G29182	G16320	
4716	Fieldwood Energy, LLC	SP	70	C	SP	60	B	8	GAS	Active	G03436	G01614	
15064	FW GOM Pipeline, Inc.	SP	49	A	SP	27	F/S Boundary	10	G/O	Active	G07561	G05051	
15598	Fieldwood Energy, LLC	SP	70	C	SP	60	E	6	OIL	Out of Service	G26860	G01614	
15626	Fieldwood Energy, LLC	SP	65	A	SP	62	18 SSTI	8	OIL	Out of Service	G01686A	G01610	
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523	[3]
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520	[3]
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523	[3]
6432	Fieldwood Energy, LLC	SS	182	A	SS	169	18 SSTI	6	OIL	Active	G09321	G03998	
6538	Fieldwood Energy, LLC	SS	91	A	PL	11	08 SSTI	6	OIL	Out of Service	G05146	G02919	
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820	[4]
7650	Fieldwood Energy, LLC	SS	178	A	SS	169	18 SSTI	6	OIL	Out of Service	G08054	G05551	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
10406	Fieldwood Energy, LLC	SS	274	A	EI	259	A	8	OIL	Active	G14731	G01039	
10780	Fieldwood Energy, LLC	SS	193	A	SS	183	18 SSTI	6	OIL	Active	G15683	G13917	
10781	Fieldwood Energy, LLC	SS	193	A	SS	183	10 SSTI	6	GAS	Active	G15684	G13917	
11137	Fieldwood Energy, LLC	SS	129	A	SS	122	18 SSTI	6	OIL	Out of Service	G16084	G12941	
11145	Fieldwood Energy, LLC	SS	129	A	SS	149	6 SSTI	6	G/C	Out of Service	G16087	G12941	
11480	Fieldwood Energy, LLC	SS	105	A	EI	165	30 SSTI	10	GAS	Out of Service	G18801	G09614	
11544	Fieldwood Energy, LLC	SS	126	B	SS	105	A	6	BLKG	Out of Service	G18820	G12940	
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232	[3]
15530	Fieldwood Energy, LLC	SS	183	Flange	SS	169	Flange	10	GAS	Out of Service	G01460	G13917	
16036	Fieldwood Energy, LLC	SS	190	Capped End	SS	207	A	4	BLKO	Permitted for Abandonment	G14734	G10775	
18837	Fieldwood Energy, LLC	SS	176	C	EI	212	A	6	BLKG	Out of Service	G29190	G33646	
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820	[4]
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000	[2]
7802	Fieldwood Energy, LLC	ST	295	A	ST	296	SS 8487	8	OIL	Active	G08385	G05646	
8676	Fieldwood Energy, LLC	ST	206	A	ST	175	T-22	16	G/C	Out of Service	G11146	G05613	
9313	Fieldwood Energy, LLC	ST	295	A	ST	295	24 SSTI	8	GAS	Active	G12709	G05646	
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G028821	G05612	
13462	Fieldwood Energy LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G29451	G05612	
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000	[2]
17898	Fieldwood Energy, LLC	ST	49	Platfrom A	ST	35	6-inch SSTI	4	OIL	Out of Service	G28577	G24956	
19776	Fieldwood Energy, LLC	ST	295	24" SSTI	ST	292	A	24	GAS	Active	G29376	G05646	
13098	Fieldwood Energy, LLC	VK	694	#04	MP	259	A	4	BLKG	Out of Service	G22376	G13055	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
13099	Fieldwood Energy, LLC	VK	739	SS #3	MP	259	A	4	BLKG	Out of Service	G22377	G07827	
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933	[4]
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930	
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930	
6113	Fieldwood Energy, LLC	VR	380	A	VR	397	24 SSTI	12	GAS	Out of Service	G04645	G02580	
12502	Fieldwood Energy, LLC	VR	326	A Platform	VR	321	22-inch SSTI	6	G/C	Out of Service	G21523	G21096	
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328	[4]
18502	Fieldwood Energy, LLC	VR	380	A	VR	398	16" SSTI	6	OIL	Out of Service	G02919	G02580	
18502	Fieldwood Energy LLC	VR	380	Platform A	VR	398	16-inch SSTI	6	OIL	Out of Service	G29109	G02580	
2698	Fieldwood Energy, LLC	WC	102	flange	WC	102	G	8	GAS	Out of Service	G02124D	00247	
3763	Fieldwood Energy, LLC	WC	102	#02	WC	102	08 SSTI	8	GAS	Out of Service	G02124D	00247	
3986	Fieldwood Energy, LLC	WC	66	A	WC	31	F/S	10	G/O	Active	G03345	G01860	
5343	Fieldwood Energy, LLC	WC	34	D	WC	35	10 SSTI	8	G/O	Out of Service	G28659	G01860	
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818	
9504	Fieldwood Energy, LLC	WC	71	12 SSTI	WC	71	12 SSTI	12	GAS	Out of Service	G04346	00244	
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735	[3]
15210	Fieldwood Energy, LLC	WC	295	2	HI	120	A-PROCESS	6	BLKG	Out of Service	G26886	G24730	
15952	Fieldwood Energy, LLC	WC	33	O	WC	34	D	4	G/O	Out of Service	G28657	G15050	
20483	Fieldwood Energy Offshore LLC	WC	295	Flanged End	WC	293	16-inch SSTI	12	G/C	PABN	G10085	G01848	
23036	Fieldwood Energy LLC	WC	289	A-PROCESS	WC	289	A-PROCESS			Expired	G14262	G04818	
7919	Fieldwood Energy, LLC	WD	105	E	WD	104	D	6	GAS	Out of Service	G08533	00842	
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089	[3]

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645	[3]
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645	[3]

**FWE I RUE**

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets	Note <sup>4</sup>
EI	188	JE	26052	G30268	G10736	Fieldwood Energy LLC	04/18/14	EI 187 JC001, JD001, JD002, 002 & JE002	
HI	120	A-PROCESS	10450	G30270	G01848	Fieldwood Energy LLC	08/06/14	WC 295 A001 & A002	
SM	132	B	21982	G30329	G02588	Fieldwood Energy LLC	05/06/19	SM 136 C007, SM 149 C001, C002 & C004	[1]
SM	10	A	20706	G30365	G01181	Fieldwood Energy LLC			
SM	268	A	21739	G30282	G14456	Fieldwood Energy LLC	06/15/18	SM 257 001, SM 269 B017, B019, F001, SM 280 G001, G002, H001, B, F, SM 280 G, H, I, SM 281 C010, C014, C015, C020, C023, C024, C025, C026, C028, E005, E011, I001, I003, C & E	[2]
SM	268	A-PRD	21739	G30282	G14456	Fieldwood Energy LLC	06/15/18	Production from SM 268 A RUE	[2]
ST	206	A	23851	G30291	G05612	Fieldwood Energy LLC	12/11/15	ST 205 G001 & G003	

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- [1] RUE services a lease to be co-owned by FWE I and the Credit Bid Purchaser (for SM 149) plus a lease going just to FWE I. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.
- [2] RUE services leases included on both FWE I and Abandoned Properties schedules. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.

**Exhibit D**

**Leases, Rights of Way and Rights of Use and Easement Related to  
FWE III Oil & Gas Lease Interests**



**Leases Related to FWE III Oil & Gas Lease Interests\***

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
BS 41	G21142	Federal	OP 2	5/1/1999	4,995	Fieldwood En Off	10%	TERMIN	[1]
BS 41	G21142	Federal	Contractual	5/1/1999	4,995	Fieldwood En Off	25%	TERMIN	[1]
EC 257	G21580	Federal	OP 1	7/1/2000	5,000	Fieldwood En Off	100%	TERMIN	
GA 241	G01772	Federal	OP 1	7/1/1968	1,440	Fieldwood En Off	100%	TERMIN	
GA 241	G01773	Federal	RT	7/1/1968	1,440	Fieldwood En Off	100%	TERMIN	
GA 255	G01777	Federal	RT	7/1/1968	5,760	Fieldwood En Off	100%	TERMIN	
GI 83	G03793	Federal	RT	6/1/1978	5,000	Fieldwood En Off	100%	TERMIN	
HI A-446	G02359	Federal	RT	8/1/1973	5,760	Bandon O&G	100%	TERMIN	
HI A-447	G02360	Federal	RT	8/1/1973	5,760	Bandon O&G	100%	TERMIN	
MP 154	G10902	Federal	RT	7/1/1989	4,995	Fieldwood En Off	100%	TERMIN	
MP 112	G09707	Federal	RT	6/1/1988	4,995	Fieldwood En Off	100%	RELINQ	
SM 39	G16320	Federal	RT	7/1/1996	5,000	Fieldwood En Off	50%	PROD	
ST 242	G23933	Federal	RT	6/1/2002	5,000	Fieldwood En Off	60%	TERMIN	
VR 314	G05438	Federal	OP 2	7/1/1983	5,000	Fieldwood En Off	50%	PROD	
VR 315	G04215	Federal	OP 1	1/1/1980	5,000	Dynamic Off Res	50%	TERMIN	
VR 332	G09514	Federal	OP 1	7/1/1988	5,000	Fieldwood En	67%	PROD	[1]
VR 332	G09514	Federal	RT	7/1/1988	5,000	Fieldwood En	100%	PROD	[1]
VR 333	G14417	Federal	RT	7/1/1994	4,201	Fieldwood En Off	67%	TERMIN	
VK 113	G16535	Federal	RT	6/1/1996	5,760	Fieldwood En Off	100%	TERMIN	
VK 251	G10930	Federal	OP 1	7/1/1989	5,760	Fieldwood En Off	100%	UNIT	[1]
VK 340	G10933	Federal	OP 1	7/1/1989	5,760	Fieldwood En Off	100%	UNIT	[1]
WC 100	G22510	Federal	RT	7/1/2001	5,000	Fieldwood En Off	100%	RELINQ	
WC 290	G04818	Federal	OP 1	9/1/1981	5,000	Fieldwood En Off	50%	TERMIN	[1]

\* The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

[1] Represents leases in which Fieldwood III is to acquire all of the Debtors' right, title and interest in such lease (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule, FWE III is to obtain all of the Debtors' right, title and interest in such leases.

**Legend:** CONT – Contractual; OP 1- Operating Rights 1; OP 2 - Operating Rights 2; RT - Record Title

**FWE III ROW**

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
5911	Bandon Oil and Gas, LP	GI	83	A	GI	82	16 SSTI	6	GAS	Permitted for Abandonment	G04355	G03793
9006	Fieldwood Energy, LLC	MP	112	#02	MP	117	08 SSTI	6	BLKG	Permitted for Abandonment Approved	G11738	G09707
15220	Fieldwood Energy Offshore LLC	ST	242	A	SS	283	24 SSTI	8	G/C	Permitted for Abandonment	G26891	G23933
19427	Fieldwood Energy, LLC	VK	113	A	CA	43	A	4	BLKG	Out of Service	G29321	G16535
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
7298	Dynamic Industries, Inc	VR	315	A	VR	331	06 SSTI	6	OIL	Out of Service	G07545	G04215
10736	Dynamic Industries, Inc	VR	332	A	VR	315	A	8	BLKG	Out of Service	G15672	G09514
10737	Dynamic Industries, Inc	VR	332	A	VR	315	A	6	LIFT	Out of Service	G15673	G09514
14210	Fieldwood Energy Offshore LLC	WC	100	A	WC	102	30" SSTI	8	G/C	Permitted for Abandonment Approved	G24699	G22510
13864	Fieldwood Energy, LLC	WC	100	A	WC	102	30 SSTI	8	G/C	Permitted for Abandonment Approved	G24253	G22510
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818

**FWE III RUE**

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets	Note <sup>3</sup>
GA	255	A	10050	G30195	G01777	Fieldwood Energy Offshore LLC	06/12/13	GA 241 A005 & B004	
MP	154	A	24171	G30337	G10902	Fieldwood Energy Offshore LLC	02/03/17	MP 154 A001 & A002	
VR	315	A	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	VR 332 A001, A002, A005 & A006	
VR	315	A-AUX	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	Production from VR 315 A RUE	
WC	289	A-PROCESS	23036	G14262	G04818	Fieldwood Energy LLC	12/03/93	ROW accessory PF WC 289 A	[1]

[1] RUE services lease included on both FWE I and FWE III schedules. RUE only assignable to one entity and are assigned to entity with operatorship. Expenditures will be shared based on serviced lease ownership.

**Exhibit E**

**Leases, Rights of Way and Rights of Use and Easement Related to  
FWE IV Oil & Gas Lease Interests**

**Leases Related to FWE IV Oil & Gas Lease Interests \***

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	56.3%	PROD	[3], [4]
BA A-105	G01757	Federal	RT B	7/1/1968	5,760	Fieldwood En	100%	PROD	[1]
BA A-105	G01757	Federal	OP 1	7/1/1968	5,760	Fieldwood En	88%	PROD	[1]
BA A-133	G02665	Federal	RT	7/1/1974	5,760	GOM Shelf	25%	PROD	[1]
EB 158	G02645	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	66%	PROD	
EB 159	G02646	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	66%	PROD	
EB 160	G02647	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	33%	PROD	[2]
EB 161	G02648	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	33%	PROD	[2]
EC 331	G08658	Federal	OP 1	8/1/1987	5,000	Fieldwood En Off	53%	TERMIN	[2]
EC 331	G08658	Federal	OP 2	8/1/1987	5,000	Fieldwood En Off	53%	TERMIN	[2]
EC 332	G09478	Federal	RT	5/1/1988	5,000	Fieldwood En Off	88%	TERMIN	

\* The Debtors and CUSA reserve the right to amend, modify, or supplement this schedule.

- [1] Represents leases in which FWE IV is to acquire all of the Debtors' right, title and interest in such leases (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule (other than those leases referenced in footnotes [2]-[3] below), all of the Debtors' right, title and interest in such leases are to be acquired by FWE IV.
- [2] Represents leases in which FWE IV is to acquire solely the right, title and interest acquired by FWE from Chevron. The Debtors' remaining right, title and interest in such leases are to be abandoned.
- [3] Represents leases in which (i) FWE IV is to acquire solely the right, title and interest acquired by FWE from Chevron; and (ii) FWE I is to acquire solely the right, title and interest acquired by FWE from Apache. The Debtors' remaining right, title and interest in such leases are to be abandoned.
- [4] All of the rights of Chevron are reserved with respect to this interest pending further diligence.

**Legend:** OP 1- Operating Rights 1; OP 2 - Operating Rights 2; RT A - Record Title A; RT B - Record Title B

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
EC 332	G09478	Federal	OP 1	5/1/1988	5,000	Fieldwood En Off	88%	TERMIN	
EI 342	G02319	Federal	RT A	2/1/1973	5,000	Fieldwood En	50%	TERMIN	[1]
HI A-550	G04081	Federal	RT	10/1/1979	5,760	Fieldwood En Off	100%	PROD	
HI A-550	G04081	Federal	OP 1	10/1/1979	5,760	Fieldwood En Off	100%	PROD	
HI A-550	G04081	Federal	OP 2	10/1/1979	5,760	Fieldwood En Off	100%	PROD	
MP 77	G04481	Federal	RT	11/1/1980	4,655	Fieldwood En Off	56%	RELINQ	[3]
SM 132	G02282	Federal	RT	2/1/1973	5,000	Fieldwood En	50%	TERMIN	[1]
SM 136	G02588	Federal	RT	5/1/1974	2,500	Fieldwood En	50%	TERMIN	[1]
SM 137	G02589	Federal	RT	5/1/1974	5,000	Fieldwood En	50%	TERMIN	[1]
SM 150	G16325	Federal	RT	6/1/1996	3,329	Fieldwood En	50%	RELINQ	[1]
SM 66	G01198	Federal	RT	6/1/1962	5,000	Fieldwood En	50%	TERMIN	[1]
SS 169	00820	Federal	RT	4/1/1960	5,000	Fieldwood En	33%	PROD	[1]
SS 206	G01522	Federal	RT	7/1/1967	5,000	Fieldwood En	40%	UNIT	[1]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	26%	UNIT	[3]
ST 169	G01253	Federal	RT	6/1/1962	4,708	Beryl O&G	100%	TERMIN	
ST 195	G03593	Federal	RT	8/1/1977	5,000	Fieldwood En Off	100%	TERMIN	
VR 196	G19760	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	25%	TERMIN	[2]
VR 207	G19761	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	46%	RELINQ	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>2</sup>
VR 261	G03328	Federal	RT	4/1/1976	5,429	Fieldwood En	25%	TERMIN	[1]
VR 261	G03328	Federal	OP 1	4/1/1976	5,429	Fieldwood En	25%	TERMIN	[1]

**FWE IV ROW**

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647	[1]
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478	[1]
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	[2]
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	[2]
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	[2]
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081	[1]
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081	[1]
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481	[2]
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820	[2]
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820	[2]
18094	Bandon Oil and Gas, LP	ST	195	B	ST	196	SSTI	6	G/C	Permitted for Abandonment Approved	G29005	G03593	[1]
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonment Approved	G05120	G03593	[1]
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481	[2]
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760	[1]
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760	[1]
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760	[1]
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328	[2]

[1] Represents each ROW in which (i) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.

[2] Represents each ROW in which (i) FWE I is to acquire solely as to the same 8/8ths undivided interest that FWE I is to acquire in the related lease referenced above for such ROW; and (ii) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.

**FWE IV RUE**

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
None								

**Exhibit F**

**Leases, Rights of Way and Rights of Use and Easement Related to  
Abandoned Properties**

**Leases Related to Abandoned Properties\***

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
BA A-102	G01754	Federal	RT	6/1/1968	5,760	Fieldwood En	100%	TERMIN	
BA A-105	G01757	Federal	RT A	7/1/1968	5,760	Fieldwood En	31.25%	PROD	[6] [7]
EB 160	G02647	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	67%	PROD	[5]
EB 161	G02648	Federal	RT	7/1/1974	5,760	Fieldwood SD Off	67%	PROD	[5]
EB 165	G06280	Federal	RT	10/1/1983	5,760	Fieldwood SD Off	100%	UNIT	
EB 209	G07397	Federal	RT	9/1/1984	5,760	Fieldwood SD Off	100%	UNIT	
EC 330	G03540	Federal	OP 1	8/1/1977	5,000	Fieldwood En Off	50%	TERMIN	
EC 331	G08658	Federal	OP 1	8/1/1987	5,000	Fieldwood En Off	40%	TERMIN	[5]
EC 331	G08658	Federal	OP 2	8/1/1987	5,000	Fieldwood En Off	40%	TERMIN	[5]

\* The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

- [1] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interest acquired by FWE from Apache); as to all remaining leases on this schedule (other than those leases referenced in footnotes [2]-[6] below), all of the Debtors' right, title and interest in such leases are to be abandoned. For each lease on this schedule, see the BOEM's Serial Register Page to identify the Debtors' interests; this schedule identifies each separate interest of the Debtors that carries any assets or liabilities, but does not necessarily identify each separate interest of the Debtors in each such lease.
- [2] Fieldwood Energy Offshore's record title solely as to the NE/4 of the block and its interest in the operating rights are to be abandoned; its remaining record title and its overriding royalty interests are to be acquired by the Credit Bid Purchaser.
- [3] FWE I is to acquire solely the operating rights as to the NE/4 of this block; the Credit Bid Purchaser is to obtain the Debtors' overriding royalty interest in this lease; and the Debtors' remaining interests in the lease are to be abandoned.
- [4] Represents leases where the Credit Bid Purchaser is to acquire solely the Debtors' overriding royalty interests; the Debtors' remaining interests in these leases are to be abandoned.
- [5] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interest acquired by FWE from Chevron).
- [6] Represents leases in which all of the Debtors' right, title and interest in such leases are to be abandoned (less and except the right, title and interests acquired by FWE from both Apache and Chevron).
- [7] All of the rights of Chevron are reserved with respect to this interest pending further diligence.

**Legend:** CONT - Contractual; OP 1 - Operating Rights 1; OP 2 - Operating Rights 2; OP 3 - Operating Rights 3; OP 4 - Operating Rights 4; OP 5 - Operating Rights 5; OP 11 - Operating Rights 11; OP 13 - Operating Rights 13; ORRI - Overriding Royalty Interest; RT - Record Title; RT A - Record Title A; RT B - Record Title B; RT C - Record Title C; WI - Working Interest

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
EC 349	G14385	Federal	OP 1	5/1/1994	5,000	W & T Off	25%	PROD	
EC 350	G15157	Federal	OP 1	9/1/1995	5,000	W & T Off	25%	TERMIN	
EC 356	G13592	Federal	RT	9/1/1992	5,000	W & T Off	25%	RELINQ	
EC 371	G02267	Federal	CONT	2/1/1973	5,000	Talos ERT	25%	TERMIN	
EI 100	796	Federal	Contractual	5/1/1960	5,000	Fieldwood En	100%	PROD	
EI 175	438	Federal	OP 1	12/1/1954	5,000	Fieldwood En	25%	PROD	[1]
EI 307	G02110	Federal	RT	2/1/1971	2,500	Fieldwood En Off	25%	TERMIN	[1]
EI 311	G27918	Federal	RT	7/1/2006	5,000	Dynamic Off Res	60%	TERMIN	
EI 312	G22679	Federal	OP 1	6/1/2001	5,000	Fieldwood En	60%	TERMIN	[1]
EI 32	00196	Federal	OP 1	11/26/1946	5,000	Cox Op	24%	PROD	
EI 330	G02115	Federal	Contractual	1/1/1971	5,000	Fieldwood En	17%	UNIT	[1]
EI 53	00479	Federal	OP 1	12/1/1954	5,000	Fieldwood En	11%	PROD	[1]
EI 63	00425	Federal	RT	12/1/1954	5,000	Fieldwood En Off	100%	TERMIN	
EW 782	G05793	Federal	CONT	7/1/1983	1,093	Fieldwood En	100%	TERMIN	[1]
GA 151	G15740	Federal	RT	11/1/1995	4,804	Fieldwood En	33%	TERMIN	[1]
GA 210	G25524	Federal	OP 1	12/1/2003	5,760	Fieldwood En	17%	PROD	[1]
GA 210	G25524	Federal	OP 3	12/1/2003	5,760	Fieldwood En	33%	PROD	[1]
GA A-155	G30654	Federal	RT	10/1/2006	5,760	Peregrine O&G	11%	TERMIN	
GC 157	G24154	Federal	RT	6/1/2002	5,760	LLOG Exp Off	15%	TERMIN	
GC 201	G12210	Federal	OP	5/1/1990	5,760	LLOG Exp Off	15%	UNIT	
GC 201	G12210	Federal	RT NE4	5/1/1990	5,760	Fieldwood En Off; LLOG Exp Off	100%	UNIT	[2]
GC 245	G05916	Federal	CONT	7/1/1983	5,760	Fieldwood En Off	100%	TERMIN	
GC 64	G07005	Federal	CONT	6/1/1984	5,760	Fieldwood En Off	49%	RELINQ	
HI A-341	G25605	Federal	RT	12/1/2003	5,760	Fieldwood En	40%	PROD	[1]
HI A-365	G02750	Federal	RT	7/1/1974	5,760	Fieldwood En	50%	PROD	[1]
HI A-376	G02754	Federal	RT	7/1/1974	5,760	Fieldwood En	55%	PROD	[1]
HI A-382	G02757	Federal	RT	7/1/1974	5,760	Fieldwood En	28%	PROD	[1]
HI A-474	G02366	Federal	RT	8/1/1973	5,760	McMoRan O&G	12%	TERMIN	[1]
HI A-475	G02367	Federal	CONT	8/1/1973	5,760	McMoRan O&G	12%	TERMIN	[1]
HI A-489	G02372	Federal	RT	8/1/1973	5,760	McMoRan O&G	12%	TERMIN	[1]
HI A-531	G02696	Federal	OP 1	7/1/1974	5,760	Fieldwood En Off	75%	TERMIN	



Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
HI A-563	G02388	Federal	OP 1	8/1/1973	5,760	Cox Op	2%	PROD	
HI A-564	G02389	Federal	OP 1	8/1/1973	5,760	Cox Op	2%	TERMIN	
HI A-572	G02392	Federal	RT	8/1/1973	5,760	Fieldwood En	24%	TERMIN	[1]
HI A-573	G02393	Federal	RT	8/1/1973	5,760	Fieldwood En	28%	PROD	[1]
HI A-581	G18959	Federal	RT	12/1/1997	5,760	Cox Op	2%	TERMIN	[1]
HI A-582	G02719	Federal	OP 1	7/1/1974	5,760	Cox Op	2%	PROD	[1]
HI A-595	G02721	Federal	RT	7/1/1974	5,760	Fieldwood En	28%	PROD	[1]
HI A-596	G02722	Federal	RT	7/1/1974	5,760	Fieldwood En	28%	PROD	[1]
MO 861	G05062	Federal	RT	4/1/1982	5,198	Providence Res GOM 2	100%	TERMIN	
MO 861	G05062	Federal	OP 1	4/1/1982	5,198	Providence Res GOM 2	50%	TERMIN	
MP 101	G22792	Federal	RT	7/1/2001	4,995	Fieldwood En Off	78%	TERMIN	
MP 109	G22794	Federal	OP 1	5/1/2001	4,995	W & T Off	33%	TERMIN	
MP 109	G22794	Federal	OP 2	5/1/2001	4,995	W & T Off	33%	TERMIN	
MP 77	G04481	Federal	RT	11/1/1980	4,655	Fieldwood En Off	18%	RELINQ	[1], [6]
PL 13	G03171	Federal	OP 3	7/1/1975	5,000	ANKOR En	2%	TERMIN	
SM 102	G24872	Federal	RT	5/1/2003	3,113	Fieldwood En Off	100%	PROD	
SM 135	G19776	Federal	RT	5/1/1998	3,293	Fieldwood En	50%	TERMIN	[1]
SM 139	G21106	Federal	OP 1	7/1/1999	5,000	Fieldwood En Off	100%	TERMIN	
SM 142	G01216	Federal	RT	6/1/1962	2,761	Fieldwood En Off	86%	TERMIN	
SM 142	G01216	Federal	OP 1	6/1/1962	2,761	Fieldwood En Off	86%	TERMIN	
SM 143	G01217	Federal	CONT	5/1/1962	2,738	Fieldwood En Off	16%	TERMIN	
SM 146	G09546	Federal	RT	7/1/1988	5,000	Dynamic Off Res	100%	TERMIN	
SM 147	G06693	Federal	RT	7/1/1984	5,000	Fieldwood En Off	100%	TERMIN	
SM 268	G02310	Federal	RT	1/1/1973	3,237	Fieldwood En	30%	TERMIN	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	18%	PROD	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	9%	PROD	[1]
SM 269	G02311	Federal	RT	1/1/1973	5,000	Fieldwood En	0%	PROD	[1]
SM 280	G14456	Federal	OP 1	6/1/1994	5,000	Fieldwood En	50%	PROD	[1]
SM 280	G14456	Federal	OP 3	6/1/1994	5,000	Fieldwood En	50%	PROD	[1]
SM 281	G02600	Federal	RT	4/1/1974	3,214	Fieldwood En	32%	PROD	[1]
SM 87	G24870	Federal	RT	5/1/2003	3,077	Castex Off	100%	PROD	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
SP 17	G02938	Federal	RT	11/1/1974	962	Fieldwood En Off	100%	UNIT	
SP 37	00697	Federal	OP 1	10/1/1959	2,500	Whitney O&G	44%	PROD	
SP 59	G02942	Federal	RT	11/1/1974	1,657	Fieldwood En Off	100%	UNIT	
SP 59	G02943	Federal	RT	11/1/1974	907	Fieldwood En Off	100%	UNIT	
SP 59, SP 60	G01608	Federal	RT	7/1/1967	3,510	Fieldwood En Off	100%	UNIT	
SP 6	G03337	Federal	RT	4/1/1976	318	Fieldwood En Off	100%	UNIT	
SP 6	G03337	Federal	OP	4/1/1976	318	Fieldwood En Off	100%	UNIT	
SP 60	G02137	Federal	RT	11/1/1971	1,762	Fieldwood En Off	100%	UNIT	
SP 61	G01609	Federal	RT	7/1/1967	5,000	Fieldwood En	100%	UNIT	[3]
SP 61	G01609	Federal	OP 1	7/1/1967	5,000	Fieldwood En	100%	UNIT	[3]
SP 66	G01611	Federal	RT	6/1/1967	4,310	Fieldwood En Off	100%	UNIT	[1]
SP 67	G01612	Federal	RT	7/1/1967	5,000	Fieldwood En Off	100%	UNIT	
SS 149	00434	Federal	OP 1	1/1/1955	5,000	W & T Off	3%	TERMIN	
SS 149	00434	Federal	OP 2	1/1/1955	5,000	W & T Off	3%	TERMIN	
SS 149	00434	Federal	OP 1	1/1/1955	5,000	W&T Off	3%	TERMIN	
SS 149	00434	Federal	OP 2	1/1/1955	5,000	W&T Off	3%	TERMIN	
SS 177	00590	Federal	RT	9/1/1955	5,000	W & T Off	25%	PROD	
SS 189	G04232	Federal	OP 5	12/1/1979	5,000	Fieldwood En	1%	PROD	[1]
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	21%	PROD	[1]
SS 204	G01520	Federal	RT	7/1/1967	5,000	Fieldwood En	0%	PROD	[1]
SS 207	G01523	Federal	RT	7/1/1967	5,000	Fieldwood En	0%	UNIT	[1], [6]
SS 214	00828	Federal	RT	5/1/1960	5,000	W & T Off	35%	PROD	
SS 214	00828	Federal	OP 1	5/1/1960	5,000	W & T Off	14%	PROD	
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	20%	PROD	[1]
SS 216	G01524	Federal	RT	7/1/1967	5,000	Fieldwood En	0%	PROD	[1]
SS 232	G15293	Federal	RT	9/1/1995	5,000	W & T Off	34%	TERMIN	
SS 233	G01528	Federal	RT	7/1/1967	5,000	W & T Off	34%	PROD	
SS 238	G03169	Federal	RT	7/1/1975	5,000	W & T Off	35%	PROD	
SS 238	G03169	Federal	OP 2	7/1/1975	5,000	Peregrine O&G II	35%	PROD	
SS 246	G01027	Federal	OP 11	6/1/1962	5,000	Fieldwood En Off	81%	TERMIN	
SS 246	G01027	Federal	OP 13	6/1/1962	5,000	Fieldwood En Off	77%	TERMIN	
SS 247	G01028	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	89%	UNIT	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
SS 247	G01028	Federal	RT C	6/1/1962	5,000	Fieldwood En Off	77%	UNIT	
SS 248	G01029	Federal	RT B	6/1/1962	5,000	Fieldwood En Off	77%	UNIT	
SS 249	G01030	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	80%	UNIT	[1]
SS 249	G01030	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	69%	UNIT	[1]
SS 252	G01529	Federal	RT	7/1/1967	5,000	Fieldwood En Off	100%	PROD	
SS 252	G01529	Federal	OP 1	7/1/1967	5,000	Fieldwood En Off	100%	PROD	
SS 252	G01529	Federal	OP 2	7/1/1967	5,000	Fieldwood En Off	32%	PROD	
SS 253	G01031	Federal	RT	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 253	G01031	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 253	G01031	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 253	G01031	Federal	OP 4	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 253	G01031	Federal	OP 5	6/1/1962	5,000	Fieldwood En Off	100%	PROD	
SS 270	G01037	Federal	RT	3/13/1962	5,000	Fieldwood En Off	89%	UNIT	
SS 271	G01038	Federal	RT	3/13/1962	5,000	Fieldwood En Off	72%	UNIT	[1]
SS 271	G01038	Federal	OP	3/13/1962	5,000	Fieldwood En Off	72%	UNIT	[1]
SS 291	G02923	Federal	RT B	12/1/1974	3,750	Fieldwood En	15%	OPERNs	[1]
SS 300	G07760	Federal	RT	8/1/1985	5,000	W & T Off	24%	PROD	
SS 315	G09631	Federal	RT	6/1/1988	5,000	W & T Off	25%	PROD	
ST 315	G23946	Federal	RT	7/1/2002	4,458	W & T Off	50%	PROD	
ST 316	G22762	Federal	RT	6/1/2001	4,435	W & T Off	40%	PROD	[1]
VK 824	G15436	Federal	CONT	9/1/1995	5,760	Fieldwood En	6%	RELINQ	
VK 826	G06888	Federal	RT	6/1/1984	5760	Fieldwood En	100%	TERMIN	
VK 917	G15441	Federal	OP	7/1/1995	5760	Fieldwood En	85%	PROD	
VK 962	G15445	Federal	OP 1	7/1/1995	5760	Fieldwood En	85%	TERMIN	
VR 196	G19760	Federal	OP 1	8/1/1998	5,000	Fieldwood En Off	38%	TERMIN	[5]
VR 262	G34257	Federal	RT	10/1/2012	5,485	Fieldwood En	25%	RELINQ	[1]
VR 272	G23829	Federal	RT	6/1/2002	4,381	Fieldwood En Off	100%	PROD	
VR 273	G14412	Federal	OP 3	5/1/1994	5,000	Fieldwood En Off	100%	TERMIN	
VR 279	G11881	Federal	OP 1	5/1/1990	5,000	Talos En Off	50%	TERMIN	
VR 313	G01172	Federal	OP 1	6/1/1962	5,000	Fieldwood En Off	100%	TERMIN	
VR 313	G01172	Federal	OP 2	6/1/1962	5,000	Fieldwood En Off	100%	TERMIN	
VR 408	G15212	Federal	CONT	7/1/1995	5,000	Fieldwood En	33%	PROD	
WC 171	G01997	Federal	RT	1/1/1971	5,000	XTO	34%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
WC 295	G24730	Federal	OP 1	5/1/2003	5,000	Fieldwood En	14%	PROD	[1]
WC 485	G02220	Federal	RT	2/1/1973	5,000	Fieldwood En Off	100%	UNIT	
WC 498	G03520	Federal	RT	8/1/1977	5,000	Cox Op	4%	PROD	
WC 507	G02549	Federal	RT	4/1/1974	2,500	Fieldwood En Off	100%	UNIT	
WC 507	G02549	Federal	OP 1	4/1/1974	2,500	Fieldwood En Off	50%	UNIT	
WC 507	G10594	Federal	RT	6/1/1989	2,500	Fieldwood En Off	100%	UNIT	
WC 65	G02825	Federal	OP 4	12/1/1974	5,000	Fieldwood En	19%	PROD	[1]
WC 66	G02826	Federal	OP 2	12/1/1974	3,750	Fieldwood En	25%	PROD	[1]
WC 67	G03256	Federal	CONT	9/1/1975	5,000	Fieldwood En	17%	TERMIN	[1]
WC 72	G23735	Federal	RT	7/1/2002	5,000	Fieldwood En Off	75%	PROD	
WC 96	G23740	Federal	OP 1	5/1/2002	5,000	Talos	25%	UNIT	
WD 103	G12360	Federal	OP 1	5/1/1960	1,016	Fieldwood En	19%	PROD	[1]
WD 121	G19843	Federal	OP 1	8/1/1998	5,000	Fieldwood En	16%	PROD	[1]
WD 122	G13645	Federal	OP 1	8/1/1992	5,000	Fieldwood En	16%	PROD	[1]
WD 122	G13645	Federal	OP 2	8/1/1992	5,000	Fieldwood En	16%	PROD	[1]
WD 27	G04473	Federal	RT B	11/1/1980	5,000	Cox Op	14%	PROD	
WD 57, WD 79, WD 80	G01449	Federal	RT	5/1/1966	3,125	Fieldwood En Off	100%	UNIT	[4]
WD 63	G19839	Federal	OP 1	6/1/1998	5,000	Peregrine O&G	13%	RELINQ	
WD 64	G25008	Federal	RT	5/1/2003	5,000	Peregrine O&G	6%	TERMIN	
WD 73	G01083	Federal	OP 2	6/1/1962	5,000	Cox Op	6%	UNIT	
WD 74	G01084	Federal	OP 1	6/1/1962	5,000	Cox Op	6%	UNIT	
WD 79, WD 80	G01874	Federal	RT	12/1/1968	3,438	Fieldwood En Off	100%	UNIT	[4]
WD 80	G01989	Federal	RT	8/1/1970	1,875	Fieldwood En Off	100%	UNIT	[4]
WD 80	G02136	Federal	RT	1/1/1972	938	Fieldwood En Off	100%	UNIT	[4]
WD 85	G04895	Federal	RT	12/1/1981	2,630	Fieldwood En Off	100%	TERMIN	
WD 85	G04895	Federal	OP 1	12/1/1981	2,630	Fieldwood En Off	100%	TERMIN	
WD 86	G02934	Federal	RT	12/1/1974	2,500	SPN Res	100%	TERMIN	
WD 86	G04243	Federal	RT	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	
WD 86	G04243	Federal	OP 1	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	
WD 86	G04243	Federal	OP 2	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	
WD 86	G04243	Federal	OP 3	1/1/1980	2,500	Fieldwood En Off	100%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
WD 90	G01089	Federal	OP 3	6/1/1962	5,000	Fieldwood En	19%	PROD	[1]
SP 42	SL03011	SL- LA	WI	-	-	-	100%	SOP	
-	14519	SL - TX	WI	-	-	-	50%	UNIT	
-	14520	SL - TX	WI	-	-	-	50%	UNIT	
-	14914	SL - TX	WI	-	-	-	66%	UNIT	
SP 42	SL16869	SL- LA	WI	-	-	-	100%	PROD	
BS 45	SL19051	SL- LA	ORRI	8/9/2006		Southern Oil of Louisiana	0%	UNIT	
BS 53	SL3770	SL- LA	WI				50%	RELEASED	
-	SL17072	SL- LA	WI	-	-	-	38%	ACTIVE	
-	SL18287	SL- LA	WI	-	-	-	44%	-	
-	SL19266	SL- LA	WI	-	-	-	17%	ACTIVE	
-	42450	SL- LA	WI	-	-	Fieldwood Onshore	63%	TERMINATED	
-	490100	SL- LA	WI	-	-	SandRidge Exploration & Production	100%	SCOPING	
-	JMB Partnership	Onshore		2/6/2019			100%	-	
-	JMB Partnership	Onshore		2/25/2018			100%	-	
-	Richardson A Caffery et al	Onshore		2/1/2016			100%	-	
-	Caroline Baker Trust No 1	Onshore		1/22/2016			100%	-	
-	111650	SL - TX	WI			TR Offshore, LLC	7%	ACTIVE	
-	115727	SL - TX	WI			TR Offshore, LLC	7%	ACTIVE	
-	114988	SL - TX	WI			TR Offshore, LLC	7%	ACTIVE	
-	19334	SL - TX	WI	-	-	Elliott Oil & Gas Operating	75%	INJECTION	
-	136449	SL - TX	WI	-	-	TR Offshore, LLC	7%	ACTIVE	
-	09061	SL - TX	WI	-	-	Landon Browning	33%	TERMIN	

Block	Lease	Type	Rights	Date Le Eff	Le Cur Acres (Ac)	Operator	WI	Lease Status	Note <sup>†</sup>
-	168986	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	
-	189098	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	
-	206882	SL - TX	WI	-	-	Fieldwood Onshore	100%	TERMIN	

**Abandoned Properties ROW**

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647	[2]
7923	Fieldwood Energy, LLC	EB	165	A	HI	A 582	30 SSTI	12	GAS	Active	G08536	G06280	
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478	[2]
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438	
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Out of Service	G02139A	G02115	
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319	[2]
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319	[2]
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319	[2]
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479	
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479	
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524	
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579	[1]
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605	
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754	
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754	
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081	[2]
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081	[2]
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754	

[1] Lease carries \$0 liability  
[2] Represents each ROW in which (i) FWE IV is to acquire solely as to the same 8/8ths undivided interest that FWE IV is to acquire in the related lease referenced above for such ROW. The Debtors' remaining interests in such ROW are to be abandoned.



SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754	
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721	
14304	Fieldwood Energy, LLC	MP	101	SSTI Manifold	MP	102	Plat A	8	BLKG	Partial Abandon	G24687	G22792	
15810	Fieldwood Energy Offshore LLC	MP	29	Well No. 1	MP	118	Platform A	6	BLKG	Out of Service	G28216	G27196	[1]
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481	[2]
4733	Fieldwood Energy Offshore LLC	SM	142	A	SM	127	24 SSTI	10	G/C	Out of Service	G03441	G01216	
15106	Fieldwood Energy Offshore LLC	SM	146	B	SM	147	A	6	BLKG	Out of Service	G26837	G09546	
15107	Fieldwood Energy, LLC	SM	146	B	SM	147	A	4	BLKG	Out of Service	G26838	G09546	
15108	Fieldwood Energy, LLC	SM	147	A	SM	146	B	2	LIFT	Out of Service	G26839	G09546	
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G14093	G06693	
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G29316	G06693	
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Out of Service	G28756	G14456	
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Out of Service	G28484	G02311	
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456	
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600	
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600	
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600	
10268	Fieldwood Energy SP LLC	SP	60	A	SP	6	F/S	10	OIL	Out of Service	G14679	G02137	
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820	[2]
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820	[2]
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232	
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523	
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523	
17775	Fieldwood Energy, LLC	SS	253	C	SS	208	F-Pump	4	OIL	Out of Service	G01691C	G01031	
18094	Bandon Oil and Gas, LP	ST	195	B	ST	196	SSTI	6	G/C	Permitted for Abandonment Approved	G29005	G03593	[2]
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonment Approved	G05120	G03593	[2]
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481	[2]
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760	[2]
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760	[2]
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760	[2]
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328	[2]
14609	Fieldwood Energy, LLC	VR	272	"A"	VR	250	8" SSTI	4	OIL	Out of Service	G25384	G23829	
14277	Fieldwood Energy, LLC	VR	272	A	SM	116	20" SSTI	10	G/C	Out of Service	G25288	G23829	
5440	Fieldwood Energy Offshore LLC	VR	313	B	VR	313	20 SSTI	10	GAS	Out of Service	G04044	G01172	
15136	Fieldwood Energy, LLC	VR	313	B	VR	313	6" SSTI	6	OIL	Out of Service	G03879	G01172	
4289	Fieldwood Energy Offshore LLC	WC	485	A	WC	509	GP	12	GAS	Out of Service	G02122E	G02220	
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735	
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645	
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645	
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089	
18649	Fieldwood Energy, LLC	VK	826	A	VK	962	UTA	4	UBEH	Out of Service	G29151	G15441	
18904	Fieldwood Energy, LLC	VK	826	A	VK	917	SUTA	1	UMB	Out of Service	G29151	G15441	

SEGMENT NUMBER	COMPANY NAME	ORG AREA	ORG BLOCK	ORG NAME	REC AREA	REC BLOCK	REC NAME	SIZE	PRODUCT	STATUS	ROW NUMBER	FW LEASE	NOTE <sup>3</sup>
18648	Fieldwood Energy, LLC	VK	962	PLET	VK	826	A-Nep Spar	6	SERV	Active	G29151	G15441	
14906	Fieldwood Energy, LLC	VK	962	SSW #1	VK	826	A Nep Spar	6	BLKO	Out of Service	G25481	G15441	
14907	Fieldwood Energy, LLC	VK	962	SSW#1	VK	826	A	10	CSNG	Out of Service	G25481	G15441	

**Abandoned Properties RUE**

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	63	A	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	EI 63 002,003, EI 62 and 005, 006, 008, 009, 010 and 011
EI	63	B	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
EI	63	C-QTR	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
SM	146	B	1663	G30248	G09546	Fieldwood Energy Offshore LLC	08/21/13	SM 139 B001 & B002
SM	147	A	23389	G30200	G06693	Fieldwood Energy Offshore LLC	09/12/13	SM 139 B001, B002 & B002D
WD	86	A	22593	G30173	G04243	Fieldwood Energy Offshore LLC	06/20/13	WD 86 B001, B002 & B005
VK	826	A-Neptune Spar	24235	G30353	G15441	Fieldwood Energy LLC	07/03/18	VK 917 SS001 & VK 962 SS001

**Exhibit G**  
**Plan Release Provisions**

**Definitions:**

***Exculpated Parties*** means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Prepetition FLFO Secured Parties, (f) the Consenting Creditors, (g) the Prepetition FLFO Collateral Agent, (h) the Prepetition FLTL Administrative Agent, (i) the Prepetition SLTL Agent, (j) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (k) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (l) the Exit Facility Agents, (m) the Exit Facility Lenders, (n) the Second Lien Backstop Parties, (o) the ERO Backstop Parties, (p) the Apache PSA Parties, and (q) with respect to each of the foregoing Persons in clauses (a) through (p) each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

***Released Parties*** means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Prepetition FLFO Secured Parties, (e) the Consenting Creditors, (f) the Prepetition FLFO Collateral Agent, (g) the Prepetition FLTL Administrative Agent, (h) the Prepetition SLTL Agent, (i) the Creditors' Committee and the current and former members of the Creditors' Committee (solely in their capacities as such), (j) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (k) the Exit Facility Agents, (l) the Exit Facility Lenders, (m) the Second Lien Backstop Parties, (n) the ERO Backstop Parties, (o) the Apache PSA Parties, and (p) with respect to each of the foregoing Persons in clauses (a) through (o), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

***Releasing Parties*** means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

**Provisions:**

**10.6 Plan Injunction.**

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

10.7 Releases.

(a) RELEASES BY THE DEBTORS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE



DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENTS, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENT, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED BY THE RELEASING PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF

THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT THE RELEASING PARTIES OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENT, THE DECOMMISSIONING AGREEMENTS OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD,

VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) *Release of Liens.* Except as otherwise specifically provided in the Plan (including all Liens securing the FLFO Claims or the First Lien Exit Facility) or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Initial Plan of Merger) held by the Prepetition FLFO Secured Parties, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

#### 10.8 Exculpation.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE FIRST LIEN EXIT FACILITY

COMMITMENT LETTER, THE CREDIT BID PURCHASE AGREEMENT, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENT, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE FIRST LIEN EXIT FACILITY COMMITMENT LETTER, THE SECOND LIEN BACKSTOP COMMITMENT LETTER, THE EQUITY RIGHTS OFFERINGS, THE ERO BACKSTOP AGREEMENT, THE APACHE DEFINITIVE DOCUMENTS, ANY ADDITIONAL PREDECESSOR AGREEMENT DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

#### **10.9 INJUNCTION RELATED TO RELEASES AND EXCULPATION.**

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released

pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

**Exhibit H**  
**Credit Bid Purchase Agreement**

**PURCHASE AND SALE AGREEMENT**

**AMONG**

**FIELDWOOD ENERGY LLC**

**AND**

**ITS AFFILIATES SIGNATORY HERETO**

**AS SELLERS**

**AND**

[\_\_\_\_\_]

**AS BUYER**

**DATED**

[\_\_\_\_\_] [\_\_\_\_], 2021

**[DISCLAIMER: This is a proposed form purchase agreement only, and not an offer that can be accepted. Until the authorized representatives of the Sellers and Buyer agree to and execute a definitive agreement, neither the Sellers nor Buyer has any obligation (legal or otherwise) to conclude a transaction. Unless included in a definitive agreement, communications (written or oral) shall not create any obligations whatsoever on the Sellers or Buyer and no person, including any recipient of this proposed form, may rely on them as the basis for taking or foregoing any action or opportunity or for incurring any costs. Further, this proposed form purchase agreement may be amended and/or modified in its entirety to provide for the 363 Credit Bid Transaction in the circumstances contemplated by, and subject to any consents required by, Section 5.2(c) of the Plan.]**



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**EXHIBIT LIST**<sup>1</sup>

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EXHIBIT B	Easements
EXHIBIT C	Scheduled Wells
EXHIBIT D	Platforms and Facilities
EXHIBIT D-1	Inventory
EXHIBIT E	Permits
EXHIBIT F	Seismic Data
EXHIBIT G	Form of Assignment, Bill of Sale and Conveyance for Co-Owned Assets
EXHIBIT H	Form of Assignment, Bill of Sale and Conveyance for Other Assets
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EXHIBIT J	Form of Assignment of Leases and Subleases
EXHIBIT K	Form of Office Assets Conveyance
EXHIBIT L	[Reserved]
EXHIBIT M	[Reserved]
EXHIBIT N	[Reserved]
EXHIBIT O	[Reserved]
EXHIBIT P	Form of Transition Services Agreement
EXHIBIT Q	Form of SEMS Bridging Agreement
EXHIBIT R	Form of ST 308 Performance Bond
EXHIBIT S	Form of Release Document
EXHIBIT T	Form of Farmout Agreement
EXHIBIT U	[Reserved]
EXHIBIT V	[Reserved]
EXHIBIT W	Form of Funding Agreement
EXHIBIT X	Working Capital
EXHIBIT X-1	Working Capital Estimate
EXHIBIT Y	Specified Oil and Gas Interests

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<sup>1</sup> Note to Draft: Exhibits are subject to ongoing review and comment by Buyer and are subject to change in all respects.

<b><u>Exhibit</u></b>	<b><u>Title</u></b>
EXHIBIT Z	Specified P&A Equipment

**SCHEDULE LIST**

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Schedule 1.3(d)	Scheduled Exclusions
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## PURCHASE AND SALE AGREEMENT<sup>2</sup>

This Purchase and Sale Agreement (this “**Agreement**”) is made as of [\_\_\_\_\_] [\_\_\_\_], 2021 (the “**Execution Date**”) by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**Fieldwood**”), Fieldwood Energy Inc., a Delaware corporation, Dynamic Offshore Resources NS, LLC, a Texas limited liability company, Fieldwood Energy Offshore LLC, a Delaware limited liability company, Fieldwood Onshore LLC, a Delaware limited liability company, Fieldwood SD Offshore LLC, a Delaware limited liability company, Fieldwood Offshore LLC, a Delaware limited liability company, Bandon Oil and Gas GP, LLC, a Delaware limited liability company, Bandon Oil and Gas, LP, a Delaware limited partnership, Fieldwood Energy SP LLC, a Louisiana limited liability company, Galveston Bay Pipeline LLC, a Delaware limited liability company, and Galveston Bay Processing LLC, a Delaware limited liability company, (b) subject to Section 1.5, FW GOM Pipeline, Inc., a Delaware corporation (“**FW GOM Pipeline**”), and GOM Shelf LLC, a Delaware limited liability company (“**GOM Shelf**” and each of the other entities specified in clauses (a) and (b), a “**Seller**” and collectively the “**Sellers**”), and (c) [\_\_\_\_\_] a [Delaware limited liability company] (“**Buyer**”), and [\_\_\_\_\_] [a Delaware limited liability company and a wholly-owned subsidiary of Buyer] (“**Buyer 2**”). The Sellers, Buyer and Buyer 2 may be referred to individually as a “**Party**” or collectively as the “**Parties**.” Capitalized terms used in this Agreement have the meanings referenced in **Annex I** to this Agreement.

## RECITALS

A. The Sellers desire to sell, and Buyer desires to purchase, all of the Acquired Interests on the terms and subject to the conditions set forth below.

B. On August 3, 2020 and August 4, 2020, the Sellers (collectively, the “**Debtors**”) filed voluntary petitions (the “**Bankruptcy Cases**”) under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended from time to time, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”).

C. [Buyer has provided to the Sellers at or prior to the execution of this Agreement a copy of a fully executed and effective direction letter (the “**Direction Letter**”) causing to be delivered at Closing such portion of the **[Obligations]** (as defined in the Credit Agreement) as is necessary to allow for payment of the Credit Bid and Release.]<sup>3</sup>

D. Pursuant to the Plan, and as consideration for the transactions contemplated by the Direction Letter, each holder of Allowed FLTL Secured Claims (as defined in the Plan) will receive its pro rata portion (as determined pursuant to the Plan and the Confirmation Order) of (a) on the Effective Date, the Credit Bid and Release New Equity Interests and (b) if and when issuable

<sup>2</sup> Note to Draft: Subject to review by Administrative Agent.

<sup>3</sup> Note to Draft: Subject to review by Administrative Agent.

pursuant to the Plan, Confirmation Order, or any other order entered by the Bankruptcy Court, the FLTL Subscription Rights.

E. Pursuant to the Plan, each holder of Allowed SLTL Claims (as defined in the Plan) will receive its pro rata portion (as determined pursuant to the Plan and the Confirmation Order) of, if and when issuable pursuant to the Plan, Confirmation Order, or any other order entered by the Bankruptcy Court, the SLTL Subscription Rights.

F. Upon the terms and subject to the conditions set forth herein, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Acquired Interests pursuant to Sections 105, 363, 365, 1123(a)(5)(D), 1129, 1141 and 1146 of the Bankruptcy Code, and Rules 4001, 6004, 6006 and 3020 of the Federal Rules of Bankruptcy Procedure of the Bankruptcy Code (as amended from time to time, the “**Bankruptcy Rules**”).

G. The execution and delivery of this Agreement and the Sellers’ ability to consummate the transactions contemplated by this Agreement are subject to, among other things, the Bankruptcy Court’s entry of the Confirmation Order.

## AGREEMENT

In consideration of the recitals above, the provisions below and other good and valuable cause and consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Buyer 2 and the Sellers agree as follows:

### ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the provisions hereof and the entry of the Confirmation Order, Buyer agrees to purchase and accept from the Sellers and the Sellers agree to sell, assign, convey, transfer and deliver, or cause to be sold, assigned conveyed, transferred and delivered to Buyer at the Closing, the Acquired Interests free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances)); *provided* that Buyer and Buyer 2 may determine in their sole discretion that certain Fieldwood U.A. Interests and certain JV Interests may be acquired by Buyer 2 instead of by Buyer, in which case all references hereto to Buyer with respect to such Fieldwood U.A. Interests or JV Interests shall be understood to be to Buyer 2 instead of Buyer.

1.2 Acquired Interests; Assets. As used herein, the term “**Acquired Interests**” refers to (x) all of each Seller’s right, title and interest in, to, under or derived from the Co-Owned Assets excluding the FWE I Assets and the GOM Shelf Oil and Gas Properties other than the Applicable Shared Asset Interests (which Applicable Shared Asset Interests shall be “Co-Owned Assets”) and (y) all of each Seller’s right, title and interest in, to, under or derived from the Other Assets. As used herein, the term “**Assets**” means the Co-Owned Assets and Other Assets, wherever located, real, personal or mixed, tangible or intangible, known or unknown, as the same shall exist as of the Closing. As used herein, the term “**Co-Owned Assets**” means the following (*provided*, that (subject to the following provisos) Buyer may, from time to time prior to the Designation Deadline, subject to obtaining the Sellers’ prior written consent (in the Sellers’ sole discretion (it being

understood that Buyer shall not add to or remove from the “Co-Owned Assets” any FWE I Asset or GOM Shelf Oil and Gas Properties provided that the foregoing shall not prevent the addition or removal of Applicable Shared Asset Interests as appropriate (which may be added or removed with the Sellers’ prior written consent))), add any assets to or remove any assets from the “Co-Owned Assets” (and, in the event an asset is added or removed, to the extent applicable, add, modify or remove any related Liabilities to or from the “Assumed Liabilities”) and any affected Exhibit or Schedule (including **Schedule 1.3(d)**) will be updated accordingly, and if Buyer removes any asset from the “Co-Owned Assets” Buyer shall indemnify the Sellers with respect to any Liability incurred by the Sellers as a result of the removal by Buyer of any Co-Owned Asset and the retention by the Sellers of such “Co-Owned Asset”; *provided, further*, that (notwithstanding anything to the contrary in this **Section 1.2**), Buyer may not remove any assets from the “Co-Owned Assets” after the Designation Deadline):

(a) the oil and gas leases (and other agreements) described in **Part 1 of Exhibit A**, but excluding the FWE I Assets and the GOM Shelf Oil and Gas Properties (collectively, the “**Co-Owned Leases**”), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests and other interests of every kind and character in, to, under or derived from any Co-Owned Lease or any land subject to, covered by or included within any Co-Owned Lease (except that, solely as to each of lease OCS-00786 covering South Marsh Island 48 and lease OCS-G 1609 covering South Pass 61, the interests in such lease to be conveyed hereunder are solely the overriding royalty interests held by the Sellers in such lease);

(b) (i) each Unit that includes any of the lands covered by or subject to any Co-Owned Lease (each, a “**Co-Owned Subject Unit**”), (ii) each pooling, unitization or communitization declaration, designation, agreement or order creating or modifying any Co-Owned Subject Unit (each, a “**Co-Owned Subject Unit Agreement**”) and (iii) the oil and gas leases and lands subject to, covered by or included within each Co-Owned Subject Unit;

(c) all servitudes, rights of way, easements, surface leases, subsurface agreements and similar rights and agreements related to or held for use in connection with (in each case, whether or not located on) any land subject to or covered by any Co-Owned Lease or Co-Owned Subject Unit (collectively, the “**Co-Owned Easements**”), including those described in **Part 1 of Exhibit B**;

(d) all wells (whether producing, not producing, shut-in, temporarily abandoned, injection, disposal or otherwise) owned or operated in connection with any of the Co-Owned Leases or Co-Owned Subject Units, whether or not such well is located on any land subject to or covered by any Co-Owned Lease or Co-Owned Subject Unit (collectively, the “**Co-Owned Wells**”), including those described in **Part 1 of Exhibit C** (such wells, the “**Co-Owned Scheduled Wells**”);

(e) all equipment, machinery, structures, fixtures, inventory, vehicles, rolling stock, improvements and other movable property related to, used or held for use in connection with or held as inventory in connection with (in each case, whether or not located on) any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement, lands covered by or subject to any

Co-Owned Lease, Co-Owned Subject Unit or Co-Owned Easement or Co-Owned Well (including well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges; supervisory control and data acquisition (SCADA) systems, equipment and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; umbilicals; caissons; water systems (whether for source water, treatment, disposal, injection or otherwise); the platforms and facilities listed in **Part 1** of **Exhibit D**; and all additions and accessions to, substitutions for and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories in connection with any of the foregoing), including the foregoing listed in **Part 1** of **Exhibit D-1** (collectively, the “**Co-Owned Inventory**”);

(f) (i) all oil, gas, minerals, condensate, distillate, natural gasoline, natural gas liquids, plant products and other liquid or gaseous hydrocarbons and all other substances produced with any of the foregoing hydrocarbons (collectively, “**Hydrocarbons**”) (A) that are produced on, or the right to explore for which, or an interest in which, is granted pursuant to, any Co-Owned Lease, Co-Owned Subject Unit or Co-Owned Subject Unit Agreement or (B) that are located in any Co-Owned Inventory; and (ii) all proceeds from the sale of any such Hydrocarbons;

(g) all Permits (and pending applications therefor) that pertain or relate in any way to any of the Co-Owned Field Assets, including the Permits listed in **Part 1** of **Exhibit E**, to the extent assignable by the Sellers to Buyer or Buyer 2, and subject to Section 6.7, all Co-Owned Assigned Contracts;

(h) all rights (including intangible and inchoate rights), Claims, rights of set-off, rights under warranties and indemnities made by prior owners, manufacturers, vendors and Third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the other Co-Owned Assets or to any Assumed Liabilities, including any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the Co-Owned Assets;

(i) to the extent transferable by the Sellers to Buyer at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Buyer has, prior to the Closing, separately agreed in writing to pay such fee or penalty), all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes) (including all such data relating to those licenses and agreements listed in **Part 1** of **Exhibit F**), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Co-Owned Field Assets or any land on which any Co-Owned Field Asset is located (collectively, the “**Co-Owned Field Data**”);

(j) all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions and title curative; lease, prospect, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, Transfer Tax, regulatory compliance, facility and well records and files; supplier lists and files; customer lists and files; and reports to any Governmental Authority), databases, data and

other information (in each case, whether in written or electronic format) that relate to any of the other Co-Owned Assets (collectively, the “***Co-Owned Records***”);

(k) [reserved];

(l) all raw materials, work-in-process, finished goods, supplies and other inventories related to, used or held for use in connection with (in each case, whether or not located on) any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement or Co-Owned Well;

(m) all goodwill associated with any Co-Owned Asset; and

(n) all credits or other rights to prepaid expenses, deposits, advances, prepayments, excess or unearned premiums, costs, and other refunds attributable to any Co-Owned Assets (excluding Excluded Prepaid JOA Funds).

As used herein, the term “***Other Assets***” means the assets described in clauses (o) through (qq) below; *provided*, that, from time to time prior to the Designation Deadline, Buyer may, in its sole discretion (subject to the following provisos), (x) add any assets to the “Other Assets” or (y) remove any Other Assets from the “Other Assets” (other than (1) to add any Co-Owned Assets to, or to remove any Co-Owned Assets from, the Other Assets or (2) the assets or items set forth in clauses (z), (dd), (ff), (hh), (nn) or (oo) of this Section 1.2), and, in the event an asset is added or removed, to the extent applicable, add, modify or remove any related Liabilities to or from the “Assumed Liabilities” (and any affected Exhibit or Schedule (including Schedule 1.3(d)) will be updated accordingly); *provided, however*, that Buyer may not add or remove any FWE I Asset or GOM Shelf Oil and Gas Property; *provided, further*, that (notwithstanding anything to the contrary in this Section 1.2), Buyer may not remove any assets from the “Other Assets” after the Designation Deadline; and, *provided, further*, that Buyer may not (i) remove any assets from the “Other Assets” unless Buyer has agreed in writing to indemnify Sellers with respect to any Liability incurred by any Seller as a result of the retention by Sellers of such “Other Asset” or (ii) add any assets to the Other Assets if such addition would require a Governmental Approval (except for those which are obtained post Closing) that would reasonably be expected to materially delay the Closing); *provided, further* that Buyer may remove any such asset if Buyer increases the Cash Portion to include the amount of such Liability:

(o) the oil and gas leases (and other agreements) described in **Part 2 of Exhibit A** (collectively, the “***Other Leases***”), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests and other interests of every kind and character in, to, under or derived from any Other Lease or any land subject to, covered by or included within any Other Lease (except that, (x) solely as to lease OCS-G 12210 covering Green Canyon 201, the interests in such lease to be conveyed hereunder exclude any record title or operating rights in the NE1/4 of Block 201, Green Canyon, (y) solely as to lease OCS-G 10794 covering Ship Shoal 301, Fieldwood's overriding royalty interest in such lease is not to be conveyed hereunder; and (z) solely as to each of OCS-G 1449 covering portions of West Delta 57, 79 and 80, OCS-G 1874 covering portions of West Delta 79 and 80 and OCS-G 1989



and OCS-G 2136 covering portions of West Delta 80, the interests in such lease to be conveyed hereunder are solely the overriding royalty interests held by the Sellers in such lease);

(p) (i) each Unit that includes any land covered by or subject to any Other Lease (each, a “***Other Subject Unit***”), (ii) each pooling, unitization or communitization declaration, designation, agreement or order creating or modifying any Other Subject Unit (each, a “***Other Subject Unit Agreement***”) and (iii) the oil and gas leases and lands subject to, covered by or included within each Other Subject Unit;

(q) all servitudes, rights of way, easements, surface leases, subsurface agreements and similar rights and agreements located on (or related to or held for use in connection with (in each case, whether or not located on)) any land subject to or covered by any Other Lease or Other Subject Unit (collectively, the “***Other Easements***”), including those described in **Part 2** of **Exhibit B**;

(r) all wells (whether producing, not producing, shut-in, temporarily abandoned, injection, disposal or otherwise) owned or operated in connection with any Other Lease or Other Subject Unit, whether or not such well is located on any land subject to or covered by any Other Lease or Other Subject Unit (collectively, the “***Other Wells***”), including those described in **Part 2** of **Exhibit C** (such wells, the “***Other Scheduled Wells***”);

(s) all equipment, machinery, structures, fixtures, inventory, vehicles, rolling stock, improvements and other movable property related to, used or held for use in connection with or held as inventory in connection with (in each case, whether or not located on) any Other Lease, Other Subject Unit, Other Easement, lands covered by or subject to any Other Lease, Other Subject Unit or Other Easement or Other Well (including well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges; supervisory control and data acquisition (SCADA) systems, equipment and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; umbilicals; caissons; water systems (whether for source water, treatment, disposal, injection or otherwise); the platforms and facilities listed in **Part 2** of **Exhibit D**; and all additions and accessions to, substitutions for and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories in connection with any of the foregoing), including the foregoing listed in **Part 2** of **Exhibit D-1** (collectively, the “***Other Inventory***”);

(t) (i) all Hydrocarbons (A) that are produced on, or the right to explore for which, or an interest in which, is granted pursuant to, any Other Lease, Other Subject Unit or Other Subject Unit Agreement or (B) that are located in any Other Inventory; and (ii) all proceeds from the sale of any such Hydrocarbons;

(u) all Permits (and pending applications therefor) that pertain or relate in any way to any of the Other Field Assets, including the Permits listed in **Part 2** of **Exhibit E**, to the extent assignable by the Sellers to Buyer or Buyer 2;

(v) all rights (including intangible and inchoate rights), Claims, rights of set-off, rights under warranties and indemnities made by prior owners, manufacturers, vendors and Third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the Other Assets, including any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the Other Assets;

(w) to the extent transferable by the Sellers to Buyer at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Buyer has, prior to the Closing, separately agreed in writing to pay such fee or penalty), (i) all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes) (including all such data relating to those licenses and agreements listed in **Part 2 of Exhibit F**), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Other Field Assets or any land on which any Other Field Asset is located and (ii) copies of all proprietary seismic data (conventional, three dimensional or otherwise), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the FWE I Oil and Gas Properties or any land on which any FWE I Oil and Gas Property is located (collectively, the “**Other Field Data**”);

(x) all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions and title curative; lease, prospect, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, Transfer Tax, regulatory compliance, facility and well records and files; supplier lists and files; customer lists and files; and reports to any Governmental Authority), databases, data and other information (in each case, whether in written or electronic format) that relate to any of the Other Assets (collectively, the “**Other Records**”);

(y) subject to Section 6.7, all of the Other Assigned Contracts;

(z) all Working Capital Assets;

(aa) all of the Sellers’ rights, title and interest as borrowers under the Prepetition FLFO Credit Agreement (as defined in the Plan) as modified to the extent set forth in the First Lien Exit Facility Documents (as defined in the Plan);

(bb) all raw materials, work-in-process, finished goods, supplies and other inventories located on (or related to, used or held for use in connection with (in each case, whether or not located on)) any Other Lease, Other Subject Unit, Other Easement or Other Well;

(cc) all goodwill associated with the Other Assets;

(dd) the Office Sublease, the Lafayette Lease Agreement, the Warehouse Lease and the Lubrizol Sublease and, in each case, the premises demised thereunder, all fixtures and appurtenances thereto, and all furniture and other personal (movable) property located therein (collectively, the “**Office Assets**”);



(ee) all credits or other rights to prepaid expenses, deposits, advances, prepayments, excess or unearned premiums, costs, and other refunds attributable to the Other Assets;

(ff) all (i) Suspense Funds and Undisbursed Revenue related to the Acquired Interests and (ii) Prepaid JOA Funds;

(gg) all futures, options, swaps and other derivatives with respect to the sale of Hydrocarbons described in clauses (f) or (t) of this Section 1.2 and novated to Buyer pursuant to Section 6.15 (the “**Hedges**”);

(hh) all assets relating to the Assumed Employee Plans (to the extent funded);

(ii) all of the Sellers’ economic analyses and pricing forecasts relating to any of the Assets;

(jj) all Transferred Intellectual Property;

(kk) all Seller IT Assets;

(ll) all Tax refunds other than those described in Section 1.3(f);

(mm) all collateral securing any bond provided for any of the Assets;

(nn) all memberships (*lidmaatschap*), including all membership rights (*lidmaatschapsrechten*) of Fieldwood U.A. held by any Seller (the “**Fieldwood U.A. Interests**”) and all shares in the capital of Fieldwood Mexico and any of its Subsidiaries (Fieldwood Mexico and its Subsidiaries, collectively, the “**Mexico JV**”) held by any Seller (the “**JV Interests**”), and all rights, interests and title in and to such Seller’s equity ownership of, and all present and future rights of such Seller as an equity holder of, Fieldwood U.A. or the Mexico JV, as applicable, both actual and contingent, including all distributions of profits, dividends, distribution of reserves, repayments of capital, liquidation or dissolution proceeds and all other distributions, payments and repayments in respect of such equity ownership and any right to receive the same, and all other rights in respect of such equity ownership under or pursuant to the organizational documents of and any equity holders’ agreement in respect of Fieldwood U.A. or the Mexico JV, as applicable;

(oo) the Specified P&A Equipment;

(pp) all proceeds recovered under the Tail Policy, but only with respect to reimbursement of D&O Indemnified Liabilities actually paid by Buyer pursuant to Section 10.12; and

(qq) all rights, claims, demands and causes of action of the Sellers relating to the Acquired Interests or the Assumed Liabilities; *provided* that this clause (qq) shall not apply with respect to or in connection with Taxes or Tax refunds.

1.3 Excluded Assets. The Assets and Acquired Interests do not include, and there is hereby expressly excepted and excluded therefrom and reserved to the Sellers, all assets and

properties of each Seller and its Affiliates that are not described or otherwise identified as Acquired Interests in Section 1.2, including the following assets and properties (the “***Excluded Assets***”):

(a) all corporate, financial, legal (other than title opinions) and tax records of the Sellers, but excluding Records;

(b) other than (i) the Fieldwood U.A. Interests and the shares of capital stock or equity interests of any Person held, directly or indirectly, by Fieldwood U.A. and (ii) the JV Interests and the shares of capital stock or equity interests of any Person held, directly or indirectly, by Fieldwood Mexico and its Subsidiaries, any shares of capital stock or other equity interest held by the Sellers in any other Person;

(c) all BOEM operator numbers;

(d) all of the Sellers’ right, title and interest in and to those interests, rights, properties and assets more particularly described on Schedule 1.3(d) as such Schedule may be amended in accordance with Section 2.6;

(e) all of the Sellers’ right, title and interest in, to and under any of the FWE I Assets, other than any Applicable Shared Asset Interests added to the Co-Owned Assets or Other Assets by Buyer pursuant to the terms of Section 1.2;

(f) all Tax refunds attributable to the Retained Liabilities;

(g) all Excluded Contracts;

(h) all assets of any Employee Plan that are not Assumed Employee Plans;

(i) all Intellectual Property owned or purported to be owned by any Seller (other than Transferred Intellectual Property);

(j) all insurance policies held by the Sellers;

(k) all rights, claims, demands and causes of action of the Sellers under this Agreement;

(l) all cash held in accounts of the Sellers, other than (i) Suspense Funds, (ii) Undisbursed Revenue and (iii) Prepaid JOA Funds;

(m) any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the FWE I Assets;

(n) the Specified Excluded Receivables;

(o) all Avoidance Actions;

(p) as to each of lease OCS-G 1449 covering portions of West Delta 57, 79 and 80, OCS-G 1874 covering portions of West Delta 79 and 80, OCS-G 1989 and OCS-G 2136 covering portions of West Delta 80, OCS-00786 covering South Marsh Island 48 and lease OCS-

G 1609 covering South Pass 61, any interest other than any overriding royalty interests held by the Sellers in such lease;

(q) solely as to lease OCS-G 12210 covering Green Canyon 201 any record title or operating rights (for the avoidance of doubt, not including any overriding royalty interests) in the NE1/4 of Block 201, Green Canyon; and

(r) solely as to lease OCS-G 10794 covering Ship Shoal 301, Fieldwood's overriding royalty interest in such lease.

1.4 Effective Time. The purchase and sale of the Acquired Interests shall be effective as of 7:00 am (Central Prevailing Time) on the Closing Date (the “*Effective Time*”).

1.5 Certain Sellers. The Parties agree that each of FW GOM Pipeline and GOM Shelf have executed this Agreement as Sellers solely for the purpose of selling, assigning, conveying, transferring and delivering to Buyer any Acquired Interests held by such entities as of the Closing pursuant to this Article I and the applicable Transfer Documents, and without limiting the applicability of covenants and representations to the closing conditions set forth in Article VII neither FW GOM Pipeline nor GOM Shelf makes, or shall have any obligation or liability with respect to, any other covenant or representation of the Sellers made under this Agreement or any certificate delivered pursuant hereto. For the avoidance of doubt, neither FW GOM Pipeline or GOM Shelf shall be required or obligated to sell, assign, convey, transfer or deliver to Buyer or Buyer 2 any of the GOM Shelf Oil and Gas Properties. Notwithstanding anything to the contrary, Fieldwood Energy I, GOM Shelf, and their Subsidiaries shall have no liability under this Agreement or any Ancillary Document (including, without limitation, for breach, misrepresentation, fraud, breach of warranty, or otherwise) or relating to the sale or purchase of the Acquired Interests, the operation or business of the Acquired Interests, or any other transactions contemplated by this Agreement or any Ancillary Document, except for any breach (i) by Fieldwood Energy I of its obligations pursuant to Section 3(b)(i) of the Plan of Merger (as contemplated by Section 10.12(e)) or (ii) by FW GOM Pipeline or GOM Shelf of its obligations pursuant to Sections 9.2, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.9 and, in respect of its interest in an asset which is also in part a Co-Owned Asset, 10.11.

## ARTICLE II CONSIDERATION

### 2.1 Consideration.

(a) The aggregate consideration to be paid by Buyer and Buyer 2 to the Sellers with respect to the sale to Buyer and Buyer 2 of the Acquired Interests shall consist of the following (collectively, the “*Consideration*”): (1) a credit bid and equivalent release of the Sellers and any guarantors (and their respective successors and assigns) from a portion of the Claims arising under the Credit Agreement, in an aggregate amount up to the FLTL Claims Allowed Amount (as defined in the Plan) (the “*Credit Bid and Release*”) <sup>4</sup>, (2) the Cash Portion, (3) the GUC Warrants, (4) the

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<sup>4</sup> Note to Draft: Credit Bid and Release to be equal to at least \$1.03 billion, less (i) the Cash Portion, (ii) the GUC Warrants, (iii) the SLTL Warrants, and (iv) the amount of the First Lien Exit Facility on the Closing Date, subject to

SLTL Warrants and (5) Buyer's assumption of the Assumed Liabilities (including, for the avoidance of doubt, the Liabilities set forth in Section 11.1(o))<sup>5</sup>.

(b) Prior to the Closing, the Sellers and Buyer shall in good faith endeavor to agree upon the Closing Cash Amount, the Effective Date Cash Obligations and the Effective Date Cash Obligations Amount in accordance with the definitions thereof.

(c) The Parties hereby agree that, for U.S. federal income tax purposes, the assumption by Buyer of the remaining Allowed FLFO Claims (as such term is defined in the Plan) pursuant to Section 11.1(o) hereof shall be treated as if: (i) Buyer issues a debt instrument to the Sellers ("**Buyer Obligation**") with terms that are identical (with the exception of the obligor) to the terms of the Buyer Parent Debt (defined below) as additional consideration for the Acquired Interests, (ii) the Sellers deliver the Buyer Obligation to holders of Allowed FLFO Claims (as such term is defined in the Plan) (together with the FLFO Distribution Amount (as such term is defined in the Plan)) in satisfaction of their Allowed FLFO Claims (as such term is defined in the Plan), in a transaction that constitutes a "significant modification" within the meaning of Treasury Regulations Section 1.1001-3, and (iii) Buyer Parent issues the First Lien Exit Facility (as such term is defined in the Plan) (the "**Buyer Parent Debt**") to holders of Allowed FLFO Claims (as such term is defined in the Plan) in substitution of the Buyer Obligation, thereby assuming Buyer's obligation with respect to the Buyer Obligation. The parties further agree that (i) the issue price, within the meaning of Section 1273 of the Code, of the Buyer Obligation is equal to the issue price of the Buyer Parent Debt and (ii) the Sellers shall take into account for U.S. federal income tax purposes any cancellation of debt consequences under the Code, resulting from or in connection with (including as a result of the application of Treasury Regulations Section 1.1274-5, if applicable) or arising from the transactions described in this paragraph.

2.2 Allocation of Adjusted Consideration. The Parties acknowledge and agree that the Credit Bid and Release and the Cash Portion (and the Assumed Liabilities, taking into account Section 2.1(c), and other relevant items, to the extent properly taken into account under the federal income Tax principles as consideration for the Acquired Interests) shall be allocated among the Acquired Interests in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local or non-U.S. Law, as appropriate). Buyer shall, as promptly as practicable after the Closing Date, but in no case later than one hundred twenty (120) days following the Closing Date, prepare and deliver to the Sellers a proposed allocation as described in the preceding sentence (the "**Initial Allocation**"). The Parties, for a period of no more than ninety (90) days, shall cooperate in good faith to resolve any disagreements the Sellers may have with the Initial Allocation and agree on a final allocation (the "**Final Allocation**"). The Parties agree to file all Tax Returns (including the filing of IRS Form 8594 with their U.S. federal income Tax Return for the taxable year that includes the date of the Closing) consistent with the Final Allocation unless otherwise required by applicable Law.

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such other adjustments as agreed with consent of the Debtors, the Required DIP Lenders and the Requisite FLTL Lenders (each as defined in the Plan).

<sup>5</sup> Note to Draft: Sellers to be third party beneficiaries of the Direction Letter, with the right to specifically enforce the Credit Bid and Release.

### 2.3 Consents to Assign.

(a) The Sellers shall, within five (5) Business Days after the Execution Date (to the extent not sent prior to the Execution Date), send to the holder of each Applicable Consent with respect to each Lease and any Assigned Contract that is not a 365 Contract (for which notices regarding 365 Contracts are addressed in Section 6.7) a notice seeking such holder's consent to the transactions contemplated hereby or as otherwise sufficient to permit the assignment of such Lease or Assigned Contract to Buyer or Buyer 2, as applicable, pursuant to this Agreement upon entry of the Confirmation Order. Upon request of Buyer, the Sellers shall promptly provide a reasonable update to Buyer regarding the status of requests for consents made pursuant to this Section 2.3(a).

(b) If the Sellers fail to obtain an Applicable Consent prior to Closing and (i) with respect to any Lease or Assigned Contract that is not a 365 Contract, (A) the failure to obtain such Applicable Consent would under the express terms thereof cause the assignment of the Acquired Interest affected thereby to Buyer or Buyer 2, as applicable, to be void or voidable, (B) the failure to obtain such Applicable Consent would under the express terms thereof permit the termination of such Lease or Assigned Contract under the express terms thereof upon the purported assignment of such Lease or Assigned Contract to Buyer or Buyer 2, as applicable, pursuant to this Agreement, or (C) the failure to obtain such Applicable Consent would under the express terms thereof permit a party to such Lease or Assigned Contract to impose a financial or other penalty on any Seller, Buyer or Buyer 2 or (ii) with respect to any Lease or Assigned Contract, a party holding such Applicable Consent right has objected to the assignment of the affected Acquired Interest in accordance with the terms of the relevant Applicable Consent right (each Consent as to which clause (i) or (ii) is applicable, a “**Required Consent**”), then, unless the Bankruptcy Court has entered an order approving (or in the case of clause (ii), such objection is resolved to permit) the sale and assignment of the affected Acquired Interest to Buyer or Buyer 2, as applicable, pursuant to this Agreement without obtaining such Required Consent (and without Buyer or Buyer 2 being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), the Acquired Interests (or portions thereof) affected by such un-obtained Required Consent shall be excluded from the Acquired Interests to be assigned to Buyer or Buyer 2 at Closing (and shall be considered Excluded Assets hereunder) (a “**Delayed Asset**”). In the event that any such Required Consent with respect to any such Delayed Asset (or portion thereof) is obtained during the Post-Closing Consent Period (or if during the Post-Closing Consent Period the Bankruptcy Court enters an order providing that (x) such Required Consent is not required to consummate the sale and assignment of the Delayed Asset to Buyer or Buyer 2, as applicable, pursuant to this Agreement or (y) the Delayed Asset may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the Delayed Asset to Buyer or Buyer 2, as applicable, pursuant to this Agreement) of such Required Consent) (in each case of clauses (x) and (y) without Buyer or Buyer 2 being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent) then, (1) the Sellers shall so notify Buyer, and (2) on or prior to the tenth (10th) Business Day after the date such Required Consent is obtained or such order referred to above is entered, the Sellers shall assign such Delayed Asset (or portions thereof) that were so excluded as a result of such previously un-obtained Required Consent to Buyer or Buyer 2, as applicable, pursuant to an instrument in substantially the same form as the Assignment, Bill of

Sale and Conveyance, or the JV Assignment Agreement (in the case where the Delayed Asset is a Fieldwood U.A. Interest or a JV Interest) (and such Delayed Asset (or portions thereof) shall no longer be considered Excluded Assets hereunder) and Buyer shall assume all Assumed Liabilities with respect thereto. Notwithstanding anything to the contrary in this Agreement, without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, (A) Buyer in its sole discretion may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Assets that is an Other Asset to Buyer, and (B) from and after the Closing, Buyer and the Sellers shall reasonably cooperate in a reasonable arrangement to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, each such Delayed Asset, including enforcement (at Buyer's cost) for the benefit of Buyer or Buyer 2, if applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided, further*, that (i) to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, and (ii) the Sellers shall (or, as to any Delayed Asset that is an Other Asset, at Buyer's request the Sellers shall) sell, transfer, convey, assign and deliver such Delayed Asset to Buyer or Buyer 2, as applicable, promptly after receipt of such Required Consent or the entry of such order referred to above with respect to such Delayed Asset; *provided* that Buyer shall so request such sale, transfer, conveyance, assignment and deliverance promptly after such receipt, unless (1) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining an incremental Liability as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (2) the Sellers and Buyer mutually agree not to make such sale, transfer, conveyance, assignment and deliverance of such Delayed Asset; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such request and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described in clause (B)(i) shall terminate.

(c) If the Sellers fail to obtain a Consent prior to Closing and such Consent (i) is not a Required Consent or (ii) is a Required Consent and prior to Closing the Bankruptcy Court enters an order providing that the affected Acquired Interests may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the affected Acquired Interests to Buyer pursuant to this Agreement) of such Required Consent (without Buyer or Buyer 2, as applicable, being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), then, in the case of each of clauses (i) and (ii), the Acquired Interests (or portions thereof) subject to such un-obtained Consent shall nevertheless be assigned by the Sellers to Buyer at Closing as part of the Acquired Interests and Buyer shall be deemed to have assumed any and all Liabilities for the failure to obtain any such Consent as part of the Assumed Liabilities hereunder and Buyer shall have no claim against the Sellers from any Liability for the failure to obtain such Consent.



(d) Prior to Closing and until the 365th day after Closing (the “**Post-Closing Consent Period**”), with respect to any un-obtained Required Consents with respect to which the Bankruptcy Court shall not have entered an order providing that the affected Acquired Interests may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the affected Acquired Interests to Buyer or Buyer 2, as applicable, pursuant to this Agreement) of such Required Consent (without Buyer or Buyer 2, as applicable, being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), the Sellers shall use their commercially reasonable efforts to obtain such Required Consents, except that such obligation of the Sellers to use their commercially reasonable efforts to obtain Required Consents shall not apply in respect of any Delayed Asset with respect to which Buyer has made the election in accordance with the final sentence of Section 2.3(b). If Buyer so requests, the Sellers shall be required to make any payments or provide other consideration in order to obtain any such Required Consent (provided that Buyer shall reimburse Sellers for any such payment made after the Closing); *provided, however*, that without the consent of Buyer, the Sellers shall not be required to incur any Liability, pay any money or provide any other consideration in order to obtain any such Consent (other than any Liability or obligation to pay money or provide consideration that has been expressly assumed by Buyer). Buyer shall use its commercially reasonable efforts (without any obligation to incur any Liability, pay money or provide any other consideration) to assist and cooperate with the Sellers in furtherance of the Sellers’ efforts pursuant to this Section 2.3(d).

(e) The Sellers shall be deemed to have obtained all Consents required in respect of the assumption and/or assignment of any Lease or Assigned Contract if (i) the Sellers have properly served under the Bankruptcy Code notice of assumption and/or assignment on the counterparty to such Lease or Assigned Contract, (ii) any objections to assumption and/or assignment of such Lease or Assigned Contracts filed by such counterparty have been withdrawn or overruled (including pursuant to the Confirmation Order or other order of the Bankruptcy Court), and (iii) pursuant to the Confirmation Order or other order of the Bankruptcy Court, the Sellers are authorized to assume and/or assign such Lease or Assigned Contract to Buyer free and clear of such Consents, in each case without Buyer or Buyer 2, as applicable, being subject to the consequences forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent.

2.4 Governmental Approvals. The Sellers and Buyer shall use commercially reasonable efforts to obtain the approval of, or waiver from, each Governmental Authority required, after giving effect to the entry of the Confirmation Order, to permit the assignment of the Acquired Interests to Buyer or Buyer 2, as applicable, pursuant to this Agreement, in accordance with Sections 6.5(b) and (c). If Buyer so requests, the Sellers shall be required to make any payments or provide any other consideration in order to obtain any Governmental Approval (provided that Buyer shall reimburse Sellers for any such payment made after the Closing); *provided, however*, that without the consent of Buyer, the Sellers shall not be required to incur any Liability, pay any money or provide any other consideration in order to obtain any such Governmental Approval (other than any Liability or obligation to pay money or provide consideration that has been expressly assumed by Buyer). If, as of the Closing, any Governmental Approval, other than any Governmental Approval that is required or permitted to be made or obtained after the Closing (and, if permitted, customarily made or obtained after the Closing)



(each, an “**Applicable Governmental Approval**”), has not been obtained and, notwithstanding the entry of the Confirmation Order, the failure to have obtained such Applicable Governmental Approval restricts the Sellers’ ability to transfer any Acquired Interest to Buyer or Buyer 2, as applicable, at Closing, then, notwithstanding anything to the contrary herein, (x) (A) without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, Buyer in its sole discretion may elect for the Sellers not to sell, transfer, convey, assign or deliver such Acquired Interests (which shall be treated as Delayed Assets, *mutatis mutandis*) and (B) from and after the Closing, (i) the Sellers and Buyer shall reasonably cooperate in a reasonable arrangement (to the extent legally permissible) to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, such Delayed Asset, including (at Buyer’s cost) enforcement for the benefit of Buyer or Buyer 2, as applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided*, that to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, (ii) the Sellers and Buyer shall reasonably cooperate with Buyer to obtain such Applicable Governmental Approval, and (iii) subject to the immediately following proviso, the Sellers shall promptly after receipt of the Applicable Governmental Approval with respect to such Delayed Asset, sell, transfer, convey, assign and deliver such Delayed Asset to Buyer or Buyer 2, as applicable, and Buyer or Buyer 2, as applicable, shall accept such conveyance; *provided* that, with respect to any such Delayed Asset that is an Other Asset, Buyer in its sole discretion (subject to the immediately following proviso) may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Asset to Buyer after receipt of the Applicable Governmental Approval; *provided* however that Buyer shall so request such sale, transfer, conveyance, assignment and deliverance promptly after receipt of the Applicable Governmental Approval, unless (1) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining any incremental Liabilities as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (2) the Sellers and Buyer mutually agree not to make such sale, transfer, conveyance, assignment and deliverance of such Delayed Asset; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such request and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described under clause (B)(i) shall terminate.

## 2.5 Preferential Rights.

(a) The Sellers shall, within five (5) Business Days after the Execution Date (to the extent not sent prior to the Execution Date), send to the holder of each Preferential Right with respect to any Acquired Interest a notice setting forth the information required to satisfy such notice provision for such Preferential Right and requesting a waiver thereof or as otherwise sufficient to permit the assignment of such Acquired Interest to Buyer or Buyer 2, as applicable, pursuant to this Agreement upon entry of the Confirmation Order free and clear of such Preferential Right if such Preferential Right is not validly waived or exercised prior to Closing.

The Sellers and Buyer shall agree in good faith on the holders to whom the notices in the preceding sentence shall be sent. Upon request of Buyer, the Sellers shall promptly provide a reasonable update to Buyer regarding requests for waivers of Preferential Rights made pursuant to this Section 2.5(a).

(b) If a bona fide Preferential Right with respect to any Acquired Interest is validly exercised prior to the Closing, such Acquired Interest and the related Contracts (solely to the extent related to such Acquired Interest) shall be excluded from the Acquired Interests conveyed to Buyer or Buyer 2, as applicable, at the Closing, the affected Acquired Interest will be deemed to be an Excluded Asset, and the Sellers shall pay over to Buyer all proceeds received for the affected Acquired Interest and related Contracts (or portion thereof) from the Person exercising such Preferential Right.

(c) If prior to Closing (i) any Acquired Interest is burdened by a Preferential Right that has not been validly exercised or waived as of the Closing, regardless of whether the time period for the exercise of such right has expired or (ii) any Person asserts that it is the beneficiary of a Preferential Right with respect to any Acquired Interest and objects to the sale of such Acquired Interest to Buyer pursuant to this Agreement and such objection is not resolved so as to permit the sale and assignment of such Acquired Interest free and clear of such Preferential Right (as applicable to the sale and assignment to Buyer or Buyer 2, as applicable, pursuant to this Agreement) to Buyer or Buyer 2, as applicable (by Final Order of the Bankruptcy Court or otherwise to Buyer's reasonable satisfaction), then, without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, (A) at Buyer's option, such Acquired Interest shall be excluded from the Acquired Interests and treated as a Delayed Asset (*mutatis mutandis*), and (B) from and after the Closing, if Buyer so elects, (i) the Sellers and Buyer shall reasonably cooperate to provide a reasonable arrangement (to the extent legally permissible) to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, such Delayed Asset, including (at Buyer's cost) enforcement for the benefit of Buyer or Buyer 2, as applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided*, that to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, (ii) the Sellers and Buyer shall reasonably cooperate with Buyer to obtain the waiver of the Preferential Right with respect to such Delayed Asset, and (iii) if such asserted Preferential Right is not validly exercised prior to its expiration or waiver, or if the dispute regarding the Preferential Right affecting such Delayed Asset is resolved by Final Order of the Bankruptcy Court or otherwise to Buyer's reasonable satisfaction, such Delayed Asset, subject to the immediately following proviso, shall be promptly conveyed to Buyer or Buyer 2, as applicable; *provided* that, with respect to any such Delayed Asset that is an Other Asset, Buyer in its sole discretion (subject to the immediately following proviso) may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Asset to Buyer after the occurrence of the events in the preceding clause (iii); *provided* that Buyer shall so elect, unless (x) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining any incremental Liability as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer

provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (y) the Sellers and Buyer mutually agree for Buyer not to so elect; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such election and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described in clause (B)(i) shall terminate. If, for any reason, such Preferential Right is validly exercised by the holder thereof after the Closing and prior to an election by Buyer for the Sellers to retain such Delayed Asset pursuant to the second proviso in the preceding sentence, the Sellers shall pay over to Buyer all proceeds paid for the affected Acquired Interest by the holder of the relevant Preferential Right.

2.6 [Reserved.]

2.7 Withholding. Buyer and its Affiliates shall be entitled to deduct and withhold, from any amounts payable under this Agreement, amounts required to be deducted and withheld under the Code or any other applicable Law. To the extent any amount is so withheld and paid to the appropriate Governmental Authority pursuant to applicable Law, such withheld amounts shall be treated for all purposes of the Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

2.8 Assets Sold “As Is, Where Is”.

(a) BUYER ACKNOWLEDGES AND AGREES THAT THE ACQUIRED INTERESTS SOLD PURSUANT TO THIS AGREEMENT ARE SOLD, CONVEYED, TRANSFERRED AND ASSIGNED ON AN “AS IS, WHERE IS” BASIS “**WITH ALL FAULTS**” AND THAT, EXCEPT AS SET FORTH IN ARTICLE IV OF THIS AGREEMENT AND THE CERTIFICATES DELIVERED BY THE SELLERS AT CLOSING (BUT SUBJECT TO THE TERMINATION OF REPRESENTATIONS AND WARRANTIES AT CLOSING PURSUANT TO SECTION 13.1), THE SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES, TERMS, CONDITIONS, UNDERSTANDINGS OR COLLATERAL AGREEMENTS OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, CONCERNING THE ACQUIRED INTERESTS OR THE CONDITION, DESCRIPTION, QUALITY, USEFULNESS, QUANTITY OR ANY OTHER THING AFFECTING OR RELATING TO THE ACQUIRED INTERESTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE ALSO HEREBY EXPRESSLY DISCLAIMED. BUYER FURTHER ACKNOWLEDGES THAT THE SELLERS HAVE MADE NO AGREEMENT OR PROMISE TO REPAIR OR IMPROVE ANY OF THE ACQUIRED INTERESTS BEING SOLD TO BUYER, AND THAT BUYER TAKES ALL SUCH ACQUIRED INTERESTS IN THE CONDITION EXISTING ON THE CLOSING DATE (SUBJECT TO SATISFACTION OR WAIVER OF THE CONDITIONS SET FORTH IN ARTICLE VII) “AS IS, WHERE IS” AND “**WITH ALL FAULTS**” AND WITHOUT WARRANTY OF TITLE. NOTHING HEREIN SHALL LIMIT BUYER’S REMEDIES IN THE EVENT OF FRAUD (AS DEFINED IN ANNEX I), EXCEPT THAT BUYER SHALL HAVE NO REMEDY IN THE EVENT OF FRAUD WITH RESPECT TO FIELDWOOD ENERGY I, FW GOM PIPELINE, GOM SHELF OR ANY OF THEIR RESPECTIVE SUBSIDIARIES.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT OR THE CERTIFICATES DELIVERED BY THE SELLERS AT CLOSING (BUT SUBJECT TO THE TERMINATION OF REPRESENTATIONS AND WARRANTIES AT CLOSING PURSUANT TO SECTION 13.1), AND WITHOUT LIMITING THE GENERALITY OF SECTION 2.8(a), THE SELLERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF THE ACQUIRED INTERESTS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ACQUIRED INTERESTS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ACQUIRED INTERESTS, (iv) ANY ESTIMATES OF THE VALUE OF THE ACQUIRED INTERESTS OR FUTURE REVENUES GENERATED BY THE ACQUIRED INTERESTS, (v) THE PRODUCTION OF HYDROCARBONS FROM THE ACQUIRED INTERESTS, (vi) THE CONDITION, QUALITY, SUITABILITY OR MARKETABILITY OF THE ACQUIRED INTERESTS, INCLUDING THE MARKETABILITY OF ANY HYDROCARBONS, (vii) THE AVAILABILITY OF GATHERING OR TRANSPORTATION FOR HYDROCARBONS FROM THE ACQUIRED INTERESTS, (viii) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF THE SELLERS OR THIRD PARTIES WITH RESPECT TO THE ACQUIRED INTERESTS, AND (ix) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO BUYER OR ANY AFFILIATE OF BUYER, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY OR ON BEHALF OF THE SELLERS IS PROVIDED TO BUYER AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT BUYER'S SOLE RISK.

2.9 Presence of Wastes, NORM, Hazardous Substances and Asbestos. BUYER ACKNOWLEDGES THAT THE ACQUIRED INTERESTS HAVE BEEN USED TO EXPLORE FOR, DEVELOP AND PRODUCE HYDROCARBONS, AND THAT SPILLS OF WASTES, CRUDE OIL, PRODUCED WATER, HAZARDOUS SUBSTANCES AND OTHER MATERIALS MAY HAVE OCCURRED THEREON OR THEREFROM. ADDITIONALLY, THE ACQUIRED INTERESTS, INCLUDING PRODUCTION EQUIPMENT, MAY CONTAIN ASBESTOS, HAZARDOUS SUBSTANCES OR NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE OR IN OTHER FORMS, AND NORM-CONTAINING MATERIAL MAY HAVE BEEN BURIED OR OTHERWISE DISPOSED OF ON THE ACQUIRED INTERESTS. SPECIAL PROCEDURES MAY BE REQUIRED FOR REMEDIATION, REMOVING, TRANSPORTING AND DISPOSING OF ASBESTOS, NORM, HAZARDOUS SUBSTANCES AND OTHER MATERIALS FROM THE ACQUIRED INTERESTS.

### ARTICLE III DUE DILIGENCE

#### 3.1 Due Diligence.

(a) From and after the date hereof until the Closing Date, the Sellers shall (i) afford to Buyer and its Representatives (at Buyer's cost) during normal business hours (A) upon the reasonable request of Buyer, reasonable access to and entry upon any specified Field Asset (subject to (1) execution of the Sellers' customary boarding agreement, (2) the terms, conditions and restrictions of agreements that are related to access to such Field Assets and to which any Seller is a party and (3) the consent of any third party operator, as applicable), including execution of agreements required by any third party with respect to access to such Field Assets for the purposes of performing onsite tests, inspections, examinations, investigations, studies and assessments of the Field Assets (including non-invasive environmental assessments of the Field Assets and, subject to the consent of the Sellers (such consent not to be unreasonably withheld, conditioned or delayed) invasive environmental assessments of the Field Assets; *provided*, that prior to conducting any invasive environmental assessments, Buyer and Sellers will cooperate in good faith to enter into a written agreement with respect to the parameters and scope of, allocation of liability with respect to, and rights to information (including samples) arising from, such assessments); and (B) at the offices of each of the Sellers, (1) reasonable access to the Sellers' title records, Leases, Easements, Contracts, environmental and legal materials, books, records, statements and operating data, information relating to the Field Assets (including all land and title records, surveys, abstracts of title, title insurance policies, title opinions, title curative and all lease, contract, division order, marketing, acquisition, correspondence, operations, environmental, insurance, production, accounting, regulatory, Property-Related Tax, Production Tax, Transfer Tax and well records and files) and any other information or documents that are in the possession or control of the Sellers and relate in any way to any Acquired Interests and (2) to the extent permitted in accordance with applicable licensing agreements, the opportunity to review the Field Data, and (ii) instruct the Sellers' representatives to reasonably cooperate with Buyer and its Representatives in their investigation of the Acquired Interests. Notwithstanding anything in this Section 3.1(a) to the contrary, (x) all such information shall be held in confidence by Buyer in accordance with the terms of Section 10.5, and (y) in no event shall the Sellers be obligated to provide (A) access or information in violation of applicable Law, (B) any information the disclosure of which would cause the loss of any legal privilege available to any Seller relating to such information or would cause any Seller to breach a confidentiality obligation to which it is bound; *provided* that the applicable Seller shall use commercially reasonable efforts to provide such information and documents in a manner that does not violate such Law or result in such loss of privilege or breach of obligation, or (C) copies of bids, letters of intent, expressions of interest or other proposals received from other Persons in connection with the transactions contemplated by this Agreement or information and analyses relating to such communications. For the avoidance of doubt, Buyer and its Representatives shall not be permitted to conduct any invasive environmental investigations without the Sellers' express written consent, which may be withheld by the Sellers in their sole discretion.

(b) No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by any Seller hereunder.



#### ARTICLE IV SELLERS' REPRESENTATIONS

Each Seller represents and warrants to Buyer and Buyer 2, subject to the Disclosure Schedules (subject to Section 12.15), as follows:

4.1 Organization/Qualification. Each Seller is an entity duly formed, validly existing and in good standing under the Laws of the jurisdiction of its organization. Each Seller is qualified to do business and is in good standing under the Laws of each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, prevent, materially delay or materially impede the performance by such Seller of its obligations under this Agreement or its consummation of the transactions contemplated by this Agreement. Each Seller has all requisite power and authority required to own and operate its properties (including the Acquired Interests) and to carry on its business as now conducted.

4.2 Power and Authority. Subject to entry of the Confirmation Order and such other authorization as may be required by the Bankruptcy Court, each Seller has the requisite power and authority to execute and deliver this Agreement and the other Ancillary Documents to which it is (or, upon its execution and delivery, will be) a party and perform its obligations under this Agreement and such other Ancillary Documents.

4.3 Non-Contravention. Each Seller's execution, delivery and performance of this Agreement and each Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party and each Seller's performance of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of such Seller, Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico JV or (b) subject to (w) the entry of the Disclosure Statement Order and the Confirmation Order, (x) obtaining or making the Applicable Consents set forth on Schedule 4.8(b) in accordance with Section 2.3, (y) obtaining or making the Governmental Approvals set forth on Schedule 4.7 and (z) obtaining waivers for the Preferential Rights set forth on Schedule 4.8(a) (in the case of each of the preceding clauses (x) and (z), after giving effect to the Confirmation Order), result in (i) a breach of or default under, or give rise to any right of termination, revocation, cancellation or acceleration under, any Permit, Lease, Subject Unit Agreement, Easement, Assigned Contract, credit agreement (excluding the Credit Agreement), note, bond, mortgage, indenture, license or other agreement, document or instrument to which any Seller is a party or by which any Seller or any of the Acquired Interests may be bound, or otherwise result in a loss of any benefit relating to the Acquired Interests, (ii) the creation or imposition of any Encumbrance upon any Acquired Interest other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances), or (iii) violate any applicable Law, except, in the case of the preceding clauses (i) and (ii), as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.4 Authorization and Enforceability. Subject to entry of the Disclosure Statement Order and the Confirmation Order, each Seller has full capacity, power and authority to enter into and perform this Agreement, each Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party and the transactions contemplated herein and therein. The execution, delivery and performance by each Seller of this Agreement and each Ancillary

Document to which such Seller is (or, upon its execution and delivery, will be) a party have been duly and validly authorized and approved by all necessary company action on the part of such Seller. Subject to entry of the Disclosure Statement Order and the Confirmation Order, this Agreement and each Ancillary Document to which each Seller is (or, upon its execution and delivery, will be) a party are, or upon their execution and delivery will be, the valid and binding obligations of such Seller and enforceable against such Seller in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.5 Liability for Brokers' Fees. Other than Houlihan Lokey Capital, Inc., there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of any Seller who might be entitled to any fee, commission or expenses in connection with the transactions contemplated by this Agreement or any of the Ancillary Documents.

4.6 Litigation. Other than the Bankruptcy Cases or as specified on **Schedule 4.6**, no Claim (or any basis thereof) by any Governmental Authority or other Person (including expropriation or forfeiture proceedings) nor any legal, administrative or arbitration proceeding (or any basis thereof) is pending or, to the Sellers' Knowledge, threatened against any Acquired Interest or against any Seller relating to any Acquired Interest which, individually or in the aggregate, if determined or resolved adversely in accordance with the plaintiff's demands, (x) to the extent the representation is to the existence of any basis of any Claim or any legal, administrative or arbitration proceeding, would reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect and (y) otherwise, would reasonably be expected to be material to the Acquired Interests, individually or taken as a whole, or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

4.7 Governmental Approvals. Except as set forth on **Schedule 4.7**, no Governmental Approval (other than the Disclosure Statement Order and the Confirmation Order) is required to authorize, or is otherwise required in connection with, (a) any Seller's valid execution and delivery by such Seller of this Agreement or any Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party, (b) any Seller's performance of its obligations hereunder or thereunder or (c) the consummation of the transactions contemplated by this Agreement or any of the Ancillary Documents.

4.8 Preferential Rights; Applicable Consents.

(a) Except as set forth on **Schedule 4.8(a)**, none of the Acquired Interests is subject to a Preferential Right.

(b) Except as set forth on **Schedule 4.8(b)**, none of the Acquired Interests is subject to an Applicable Consent.

The inclusion of any Acquired Interest on **Schedule 4.8** shall not be construed as an admission by Buyer or Sellers that any preferential purchase right or similar right or Consent in any agreement



relating to such Acquired Interest (or any express exception thereto contained in such agreement) is (or is not) applicable to the transactions contemplated hereby.

4.9 Taxes. Except as would not result, individually or in the aggregate, in a Material Adverse Effect and except as otherwise set forth on **Schedule 4.9**, (a) all Tax Returns required to be filed with respect to the Acquired Interests or any Hydrocarbon production therefrom (including Property-Related Taxes and Production Taxes) or by Fieldwood U.A. have been timely filed, and all such Tax Returns are true, complete and correct; (b) the Sellers have adequately accrued in accordance with GAAP, established adequate reserves for the payment of, and will timely pay, all Taxes which arise from or with respect to the Acquired Interests or any Hydrocarbon production therefrom or allocable thereto incurred in or attributable to all Pre-Closing Tax Periods (other than Taxes described in the preceding clause (a)); (c) all Taxes due and owing by the Sellers with respect to the Acquired Interests or any Hydrocarbon production therefrom (including with respect to Property-Related Taxes and Production Taxes) or by Fieldwood U.A. (whether or not shown on any Tax Return) have been paid, and no extension of time within which to file any such Tax Return is in effect; (d) there are no Encumbrances on any Acquired Interest; (e) no audits, investigations, examinations, audits, litigation, Claims or other proceedings are pending, or to the Sellers' Knowledge threatened in writing, against any Seller relating to the payment of Taxes (including Property-Related Taxes and Production Taxes) with respect to any Acquired Interests or with respect to Taxes for which Fieldwood U.A. may be liable; (f) there are no currently proposed or pending adjustments by any Governmental Authority in connection with any Tax Returns of any Seller pertaining to the Acquired Interests or of Fieldwood U.A.; (g) no waiver or extension of any statute of limitations has been granted or requested as to any Tax matter relating to any Acquired Interests or with respect to any Taxes for which Fieldwood U.A. may be liable, in each case, that is still in effect; (h) Fieldwood U.A. will not be required to include any item of income in, or exclude any item of deduction from, taxable income in any taxable period (or portion thereof) after Closing, as a result of any change in method of accounting, closing agreement, installment sale or receipt of any prepaid amount outside of the ordinary course of business, in each case, made or entered into prior to Closing; (i) no Governmental Authority responsible for the administration or imposition of Taxes in any jurisdiction in which a Seller or any of its Affiliates (in respect of the Acquired Interests) or Fieldwood U.A. has not filed a Tax Return has asserted in writing that such Seller, any of its Affiliates, or Fieldwood U.A., as the case may be, is subject to Tax or required to file a Tax Return in that jurisdiction; (j) Fieldwood U.A. has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other third party; (k) Fieldwood U.A. has not been a member of any Company Group; (l) none of the Sellers or Fieldwood U.A. has engaged in a "**listed transaction**" within the meaning of Treasury Regulations Section 1.6011-4(b); (m) the Acquired Interests are not subject to, for federal income tax purposes, a partnership between any Seller and any other Person for which a partnership income tax return is required to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code (other than a partnership for which an election to be excluded from such provisions is in effect pursuant to the provisions of Section 761 of the Code and the regulations thereunder); (n) Fieldwood U.A. is not, and does not own (directly or indirectly) stock or a warrant in, a corporation that is (or was at any time during the course of such ownership) a passive foreign investment company, as defined in Section 1297 of the Code; (o) Fieldwood U.A. is not a party to or bound by any Tax Sharing Agreement; and (p) **Schedule 4.9(p)** lists (A) the entity classification of Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof for U.S. federal income Tax purposes, as of the date hereof and as of the

Closing Date, and (B) each entity classification election and change in entity classification that has been made under Treasury Regulations Section 301.7701-3 with respect to Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof for U.S. federal income Tax purposes.

4.10 Well Status. Except as set forth on **Exhibit C**, (a) the Sellers are the operators of that portion of the Lease(s) covering all Scheduled Wells; (b) all Wells that are not currently producing Hydrocarbons in paying quantities have been plugged, abandoned and decommissioned, and all related salvage, site clearance and surface restoration and decommissioning operations have been completed, in accordance with all applicable Laws in all material respects; (c) no Scheduled Well has been permanently, or is currently temporarily, plugged and abandoned; and (d) there is no Well in respect of which any Seller or any of its Affiliates has received an order from any Governmental Authority requiring that such Well be plugged and abandoned (or re-plugged), other than a Well for which such plugging and abandonment (or re-plugging) requirements have been completely satisfied. All Wells that have not been plugged, abandoned and decommissioned are listed on **Exhibit C**.

4.11 Compliance with Laws; Permits. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, (a) each Seller, and to the Sellers' Knowledge each Third Person operator of any Lease (or portion thereof), Subject Unit or Easement, is in compliance, and since January 1, 2018 has at all times complied, with all applicable Laws and all Permits necessary or required in each case in connection with the ownership and, with respect to each Acquired Interest operated by a Seller, operation of the Acquired Interests, including the Leases, Subject Units, Easements and Wells and the production, marketing and disposition of Hydrocarbons therefrom; and (b) with respect to each Acquired Interest, the Sellers and, to the Sellers' Knowledge, each Third Person operator of such Acquired Interest, if applicable, has all Permits necessary or required in connection with the ownership and operation of such Acquired Interest, and all such Permits are in full force and effect. Since January 1, 2018, no Seller has received written notice from any Governmental Authority that any applicable Law or Permit has been violated or not complied with by any Seller. With respect to Suspense Funds, each Seller is in compliance with applicable Laws in all material respects. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, Fieldwood U.A. and the Mexico JV are in compliance with applicable Laws. Other than the Bankruptcy Cases, there is no judgment, decree, injunction, rule or order of any arbitrator or Governmental Authority outstanding against any Seller, Fieldwood U.A. or the Mexico JV that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All Permits held by the Sellers that relate to the Assets are valid and in full force and effect and no Seller is in default under or in violation of any such Permit, except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.12 Environmental Matters. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect or as set forth on **Schedule 4.12**, (a) each Seller, and to the Sellers' Knowledge each Third Person operator of any Acquired Interest, if applicable, has all Permits required under Environmental Laws in connection with the ownership and operation of the Acquired Interests, including the Field Assets, the production, marketing and disposition of Hydrocarbons therefrom and the ownership and use of the Office Assets and all such Permits are in full force and effect; (b) no Seller has received, and to the Sellers' Knowledge no Third Person operator has received, any written notice of violation, assessment or incident of non-

compliance or other communication that alleges any actual or potential non-compliance with or Liability under any Environmental Law or Permit required under Environmental Laws in connection with ownership or operations of the Acquired Interests, including the Field Assets and Office Assets; (c) no investigation, proceedings or other Claims resulting from any Environmental Law or Permit required under Environmental Laws is pending, or to the Sellers' Knowledge threatened in writing, against any Asset, (d) the Assets are in compliance in all respects with all applicable Environmental Laws, and (e) there has been no Release under or from any Asset or, to the Sellers' Knowledge, at any asset or property formerly owned, leased or operated by, or otherwise arising from the operations of any Seller or any of its Affiliates or predecessors, in violation of, or in a manner reasonably expected to give rise to Liability under, Environmental Laws or any Permit required under Environmental Laws. The Sellers have made available to Buyer, in written or electronic format, all environmental site assessments, studies and analyses in the possession or control of any Seller addressing potentially material Losses, Claims or obligations pertaining to Environmental Contaminants or Environmental Law in relation to the Acquired Interests.

4.13 Payments. Except (x) as set forth on Schedule 4.13 and (y) for the Suspense Funds listed on Schedule 4.20, each Seller has timely (a) paid all Lease Burdens due in respect of Hydrocarbons produced from or allocable to any Acquired Interests payable by the Sellers, (b) reported to applicable Governmental Authorities, to the extent required by applicable Law, Hydrocarbons produced from or allocable to any Lease, Subject Unit or Well required to be reported by the Sellers, and (c) paid all amounts owing by such Seller under any Easement or with respect to any Office Asset, except, in the case of this clause (c), as would not be reasonably expected to result, individually or in the aggregate, in a Material Adverse Effect. No Seller has received written notice of any Claim that has not been resolved claiming that such Seller's disbursement of Lease Burdens or reporting of Hydrocarbon production with respect to the Acquired Interests is inaccurate, other than Claims relating to disbursements or reporting that are not, in the aggregate, material to the Acquired Interests taken as a whole.

#### 4.14 Material Contracts.

(a) Prior to the Execution Date, the Sellers made available to Buyer accurate and complete copies of all Material Contracts. Except as set forth on Schedule 4.14, no Seller has delegated or otherwise transferred to any third party any of its material rights or obligations with respect to any Assigned Contract. Except as set forth on Schedule 4.14, no Seller is a party to or bound by any of the following Contracts (other than any Contract that is an Excluded Asset or Retained Liability) (each, a "**Material Contract**"):

(i) any Contract (excluding any purchase orders entered into in the ordinary course of business) relating to or used in connection with any Acquired Interest that could reasonably be expected to provide for either (A) annual payments by, or revenues to, the Sellers of \$5,000,000 or more or (B) aggregate payments by, or revenues to, the Sellers of \$10,000,000 or more;

(ii) any Subject Unit Agreement;

(iii) any Hydrocarbon purchase and sale, exchange, marketing, compression, fractionation, drilling, completion, gathering, transportation, processing, production handling, refining, treatment, storage, handling, chemicals, construction or similar Contract, in each case, that is not terminable by the Sellers without penalty on thirty (30) days' or less notice;

(iv) any Contract to acquire, sell, lease, develop or otherwise dispose of or encumber any interest in any of the Acquired Interests after the Closing Date (other than sales of Hydrocarbons in the ordinary course of business);

(v) any Contract with any individual person acting as an independent contractor or consultant which includes payment for services to such person in excess of \$500,000 annually;

(vi) any Contract relating to or used in connection with any Acquired Interests that limits the freedom of any Seller to engage in any line of business or in any area or to compete with any Person or which would so limit the freedom of Buyer or any of its Affiliates after the Closing Date, including any noncompetition agreement, area of mutual interest or other agreement;

(vii) any Contract providing for any call upon, option to purchase, or similar rights with respect to the Acquired Interests or to the production therefrom or the processing thereof, or that is a dedication of production;

(viii) any Contract relating to or used in connection with any Acquired Interest that constitutes an operating agreement, exploration agreement, joint development agreement, farmin agreement, plugging and abandonment agreement, balancing agreement, platform use agreement, farmout agreement, partnership agreement, participation agreement, joint venture agreement, or similar Contract;

(ix) any Contract relating to or used in connection with any Acquired Interest involving any resolution or settlement or any actual or threatened Claim which imposes material continuing obligations on any Seller will not have been fully performed prior to the Closing Date;

(x) any Contract relating to or used in connection with any Acquired Interest that requires the posting of a security deposit, letter of credit, performance bond or surety;

(xi) any Contract relating to or used in connection with any Acquired Interest that is a seismic, engineering, geological or other geophysical acquisition agreement or license;

(xii) any Contract pursuant to which a Seller (A) grants to a third party any license, right to use or covenant not to sue under any Owned Intellectual Property or (B) is granted by a third party any license, right to use or covenant not to sue under any Intellectual Property (excluding from clause (B), (x) licenses for commercial off-the-shelf software that are generally available on non-discriminatory pricing terms which have an

aggregate annual cost of \$50,000 or less and (y) the licenses and agreements listed on **Exhibit F**;

(xiii) any lease or sublease for any personal property included in the Acquired Interests providing for annual rentals of \$250,000 or more;

(xiv) any lease or sublease of real property; and

(xv) any Contract by which any Seller is obligated by virtue of a take or pay payment, advance payment, production payment or other similar payment or commitment, to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to the Sellers' aggregate interest in the Assets at some future time without receiving payment therefor at or after the time of delivery.

(b) Each Material Contract is in full force and effect and a valid and binding obligation of the Seller(s) party thereto and, to the Sellers' Knowledge, the other parties thereto, in accordance with its terms and conditions, except as such validity and enforceability may be limited by (i) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, (ii) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and (iii) the obligation to pay Cure Costs. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any Material Contract or would cause the acceleration of any right or obligation of any Seller or, to the Sellers' Knowledge, any other party thereto or the creation of an Encumbrance upon any Acquired Interest, except for such events that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Seller nor, to the Sellers' Knowledge, any other party to any Material Contract has given written notice of any action to terminate, cancel, rescind, repudiate or procure a judicial reformation of any such Material Contract or any provision thereof.

(c) Prior to the Execution Date, the Sellers made available to Buyer accurate and complete copies of all Leases and Easements. Except as set forth on **Schedule 4.14(c)**, no Seller is a party to or bound by any Lease or Easement (other than any Lease or Easement that is an Excluded Asset or Retained Liability).

4.15 **Imbalances; Prepayments.** Except as set forth on **Schedule 4.15**, as of the Execution Date, (x) no Seller has a Claim constituting an Acquired Interest and (y) no Seller is subject to any Liability constituting an Assumed Liability, with respect to any Imbalance.

4.16 **AFEs; Cash Calls.** Except as set forth on **Schedule 4.16(a)**, no authorities for expenditure or other commitments to make capital expenditures relating to any Acquired Interest for which the Sellers' liability is in excess of \$200,000 is outstanding. Except as set forth on **Schedule 4.16(b)**, no cash calls or payments due from any Seller under the terms of the Assigned Contracts or otherwise relating to the Acquired Interests are past due by more than thirty (30) days (excluding amounts being disputed in good faith).



#### 4.17 Labor and Employment Matters.

(a) The Sellers have provided Buyer's legal and financial advisors, on a confidential basis and for professional eyes only, with a true and complete list of the following information for all employees of the Sellers and of each of their Affiliates (such employees from time to time, and whether or not listed, the "***Seller Employees***"), including name, title, hire date, location, whether full- or part-time, whether active or on leave (and, if on leave, the nature of the leave and the expected return date), whether exempt from the Fair Labor Standards Act of 1938, annual salary or wage rate, most recent annual bonus received, and current annual bonus opportunity (such list, the "***Employee List***"), which list may not be shared with any debt or equity holders of Buyer. In addition, the Sellers have provided Buyer with the Employee List, but excluding each Seller Employee's name and title, which can be shared with Buyer's debt and equity holders, the DIP Lenders (as such term is defined in the Plan) and the FLTL Lenders (as such term is defined in the Plan).

(b) The Sellers and each of their Affiliates are, and for the last three (3) years, have been, in compliance in all material respects with applicable Laws relating to labor and employment, including those relating to worker classification, labor management relations, wages and hours (including classification of independent contractors and exempt and non-exempt employees), overtime, collective bargaining, unemployment, workers' compensation, equal employment opportunity, discrimination, civil rights, affirmative action, work authorization, immigration, safety and health, continuation coverage under group health plans, information privacy and security and payment of withholding of taxes and social security.

(c) For the last three (3) years, (i), no allegations of sexual harassment or other sexual misconduct have been made against any current or former employee or independent contractor of the Sellers or any of their Affiliates who has three or more direct reports, (ii) there are and have been no actions pending or, to the Sellers' Knowledge, threatened in writing related to any allegations of sexual harassment or other sexual misconduct by any current or former employee or independent contractor of the Sellers or any of their Affiliates who has three or more direct reports, and (iii) neither the Sellers nor any of their Affiliates have entered into any settlement agreements related to allegations of sexual harassment or other sexual misconduct by any current or former employee or independent contractor of the Sellers or any of their Affiliates.

(d) There are no collective bargaining agreements to which any Seller or any Affiliate of any Seller is a party relating to any Seller Employee and, to the Sellers' Knowledge, threatened. No application for certification of a collective bargaining agent involving any Seller and any Seller Employee is pending. With respect to the Seller Employees, there are no (i) strikes, slowdowns, picketing or work stoppage by any Seller Employee pending or, to the Sellers' Knowledge, threatened or (ii) except as would not reasonably be expected to result in a material Liability, unfair labor practice charges or other employment or labor complaints pending or, to the Sellers' Knowledge, threatened in writing against any Seller or any of their Affiliates before the National Labor Relations Board or any other Governmental Authority or any current union representation questions involving any current or former employees or independent contractors of any Seller or any of their Affiliates.

#### 4.18 Employee Benefits.

(a) **Schedule 4.18** sets forth a true and complete list of each material (i) deferred compensation plan, (ii) incentive compensation plan, (iii) equity compensation plan, (iv) “*welfare*” plan, fund or program (within the meaning of Section 3(1) of ERISA), (v) “*pension*” plan, fund or program (within the meaning of Section 3(2) of ERISA), (vi) “*employee benefit plan*” (within the meaning of Section 3(3) of ERISA), (vii) employment (other than offer letters entered into in the ordinary course of business that do not provide for severance, transaction or retention bonuses or any guaranteed payments), termination, severance or “*change in control*” agreement and (viii) other employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by any Seller or by any trade or business, whether or not incorporated, that together with any Seller would be deemed a “*single employer*” within the meaning of Section 4001(b) of ERISA (an “*ERISA Affiliate*”), or to which any Seller or any ERISA Affiliate is party, for the benefit of any Seller Employee (each an “*Employee Plan*”). Each Employee Plan that Buyer or one of its Affiliates shall assume as of the Closing will be so noted on **Schedule 4.18** (each an “*Assumed Employee Plan*”).

(b) None of the Sellers nor any of their Affiliates or ERISA Affiliates (nor any predecessor of any such entity) sponsors, maintains, administers or contributes to (or has any obligation to contribute to), or has in the past six (6) years sponsored, maintained, administered or contributed to (or had any obligation to contribute to), or has or is reasonably expected to have any direct or indirect Liability with respect to, any plan subject to Title IV of ERISA, including any “*multiemployer plan*” (as defined in Section 3(37) of ERISA or any plan described in Section 413 of the Code). No Assumed Employee Plan is a multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA).

(c) Each Assumed Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or opinion, is entitled to rely on an opinion letter from the IRS or has applied to the IRS for such a letter within the applicable remedial amendment period or such period has not expired and, to the Sellers’ Knowledge, no circumstances exist that would reasonably be expected to result in the loss of such qualification.

(d) No Assumed Employee Plan provides for any post-employment or post-retirement medical, dental, disability, hospitalization, life or similar benefits (whether insured or self-insured) to any current or former employee of the Sellers (other than coverage mandated by applicable Law, including COBRA).

(e) Each Employee Plan has been maintained, funded and administered in compliance with its terms and all applicable Law, including ERISA and the Code, except where the failure to be so operated would not reasonably be expected to result in a material Liability. There is no action, suit, investigation, audit, proceeding or claim (other than routine claims for benefits) pending against or, to the Sellers’ Knowledge, threatened against or involving any Employee Plan before any court or arbitrator or any Governmental Authority, including the IRS, the Department of Labor or the Pension Benefit Guaranty Corporation, that would reasonably be expected to result in a material Liability.



(f) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event) will (i) entitle any current or former employee or independent contractor to any material payment or benefit, including any bonus, retention, severance, retirement or job security payment or benefit, (ii) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, or increase the amount payable or trigger any other obligation under, any Employee Plan with respect to any current or former employee or independent contractor or (iii) result in the payment of any amount that would subject any current or former employee or independent contractor to excise taxes under Section 4999 of the Code.

4.19 Non-Consent Operations. Except as set forth on **Schedule 4.19**, no operations are being conducted or have been conducted on any Field Assets with respect to which any Seller has elected, or been deemed, to be a non-consenting party under the applicable operating agreement and with respect to which all of such Seller's rights have not yet reverted to it.

4.20 Suspense Funds. **Schedule 4.20** sets forth the amount of all Suspense Funds as of the date set forth therein.

4.21 Payout Balances. To the Sellers' Knowledge, **Schedule 4.21** contains a list of the estimated status of any "*payout*" balance (on a gross Working Interest basis for all Working Interest owners affected thereby), as of the date set forth on such Schedule, for each Well, Lease or Subject Unit that is subject to a reversion or other adjustment at some level of cost recovery or payout.

4.22 Title to Acquired Interests.

(a) The Sellers: (i) with respect to each Lease listed on **Exhibit A**, hold pursuant to such Lease a valid interest in all or a portion of the oil and gas interests leased pursuant to such Lease, (ii) with respect to each Easement listed on **Exhibit B**, have a valid easement or other limited property interest in such Easement and (iii) with respect to each Well listed on **Exhibit C**, hold pursuant to one or more of the Leases a valid interest in all or a portion of the oil and gas produced from such Well, in each case, free and clear of any Encumbrances (other than (x) Permitted Encumbrances and (y) as would not be material to such Acquired Interest). For the avoidance of doubt, the Sellers do not make any representations or warranties pursuant to the preceding sentence with respect to holding any specific net revenue interest or working interest in any of the Wells or Leases. Except for the Encumbrances described on **Schedule 4.22**, the Sellers have good and valid title to all Acquired Interests other than the Wells, Leases, Easements and Subject Units, and are the record and beneficial owners of the Fieldwood U.A. Interests and the JV Interests, in each case free and clear of any Encumbrances and any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the Fieldwood U.A. Interests or the JV Interests), other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances), in each case except as would not be material to such Acquired Interest.

(b) No Affiliate of Fieldwood that is not a Seller owns any asset, property or right that is an Acquired Interest or would have been an Acquired Interest if such Affiliate had been a Seller hereunder.

(c) The Acquired Interests constitute all of the property and assets used or held for use in the business of the Sellers as it relates to the ownership and operation of the Leases and are adequate to conduct the business of the Sellers as it relates to the ownership and operation of the Leases as currently conducted.

(d) Except as set forth on Schedule 4.22(d), no Seller or any of its Affiliates owns any real property.

4.23 Insurance. Schedule 4.23 sets forth a true and complete list of all policies of insurance held by or maintained by the Sellers or any of their Affiliates related to any Acquired Interests or the Seller Employees, including the type of policy, the limits of the coverage and any deductible or self-retention limit with respect thereto. Such policies of insurance are in full force and effect. Except as set forth on Schedule 4.23, no Seller has received, since January 1, 2020, any written notice from any insurer under any insurance policy applicable to the Acquired Interests or the Seller Employees disclaiming or limiting coverage with respect to any particular material claim or such policy in general or canceling or amending any such policy. All premiums payable under all such insurance policies have been timely paid and each Seller has otherwise complied in all material respects with the terms and conditions of all such insurance policies. To the Knowledge of the Sellers, no termination of, material non-ordinary course premium increase with respect to, or material alteration of coverage under, any of such policies or bonds has been threatened.

4.24 Related Party Transactions. Except as set forth on Schedule 4.24, (a) there are no Assigned Contracts by and between any Seller and (i) any Affiliates of, or holder of five percent (5%) or more of the equity of, any Seller, (ii) any director or officer of any Seller or of any Person referenced in clause (i), or (iii) any “*associate*” or “*immediate family*” member (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Securities Exchange Act of 1934) of any Person referenced in clause (i) or (ii) (the Persons referenced in clauses (i), (ii) and (iii) collectively, the “*Seller Related Parties*”) and (b) no Seller has otherwise entered into any transactions or other arrangements with any Seller Related Parties that will be binding on Buyer or the Acquired Interests after the Closing Date.

4.25 Intellectual Property.

(a) Schedule 4.25(a) contains a true and complete list of each of the issuances, registrations and applications for issuance or registration included in the Owned Intellectual Property, specifying as to each such item, as applicable, (i) the owner of such item, (ii) each jurisdiction in which such item is issued or registered or in which any application for issuance or registration has been filed, (iii) the respective issuance, registration and/or application number of such item and (iv) the date of application and issuance or registration of such item.

(b) The Sellers are the sole and exclusive owners of all Owned Intellectual Property, in each case free and clear of any Encumbrance (except Permitted Encumbrances). The Sellers own or have a valid and enforceable license or other right to use all Transferred Intellectual Property, and the Transferred Intellectual Property is all of the Intellectual Property (except Trademarks) necessary for the conduct of, or used or held for use in, the business of the Sellers as it relates to the Acquired Interests as currently conducted.

(c) There exist no restrictions on the Sellers' disclosure, use, license or transfer of the Owned Intellectual Property, and the consummation of the transactions contemplated by this Agreement will not alter, encumber, impair or extinguish any Owned Intellectual Property or the Sellers' rights under any material Licensed Intellectual Property or impair the right of the Sellers to develop, use, sell, license or otherwise dispose of, or to bring any action for the infringement, misappropriation or other violation of, any Owned Intellectual Property.

(d) The Sellers have not infringed, misappropriated or otherwise violated any Intellectual Property of any Person. There is no Claim pending or threatened in writing, in each case, against any Seller (i) challenging or seeking to deny or restrict, the rights of any Seller in any of the Transferred Intellectual Property, (ii) alleging that any Transferred Intellectual Property is invalid or unenforceable, (iii) alleging that the use of any of the Transferred Intellectual Property or any services provided, processes used or products manufactured, used, imported or sold by any Seller, misappropriate, infringe or otherwise violate any Intellectual Property of any Person or (iv) otherwise alleging that any Seller has infringed, misappropriated or otherwise violated any Intellectual Property of any Person.

(e) The Sellers have taken commercially reasonable steps to maintain, enforce and protect the Owned Intellectual Property. None of the issuances or registrations included in the Owned Intellectual Property has been adjudged invalid or unenforceable in whole or part, all issuances and registrations included in the Owned Intellectual Property are valid, enforceable, in full force and effect and subsisting, and all registration, maintenance and renewal fees applicable to such issuances and registrations that are currently due have been paid and all documents and certificates related to such items and required to be filed with the relevant Governmental Authority for the purposes of maintaining such items have been filed with the relevant Governmental Authority.

(f) To the Sellers' Knowledge, no Person has infringed, misappropriated or otherwise violated any material Owned Intellectual Property. The Sellers have taken commercially reasonable steps in accordance with normal industry practice to maintain the confidentiality of all material Owned Intellectual Property the value of which to any of the Sellers is contingent upon maintaining the confidentiality thereof and no such material Owned Intellectual Property has been disclosed other than to employees, representatives, agents or partners of the Sellers or any other Persons, in each case, who are bound by written and enforceable confidentiality agreements.

(g) The Sellers have appropriate procedures in place designed to provide that all material Intellectual Property conceived or developed by employees performing their duties for any Seller, and by Third Persons performing research and development for any Seller, have been assigned to such Seller, as applicable. To the extent that any material Owned Intellectual Property has been developed or created by any Third Persons (including any current or former employee) for any Seller, such Seller has a written agreement with such Third Persons with respect thereto, which provides that such Seller either (i) has obtained ownership of and is the sole and exclusive owner of or (ii) has obtained a valid right to exploit, sufficient for the conduct of its business as it relates to the Acquired Interests, as currently conducted, such material Owned Intellectual Property.

(h) The Seller IT Assets operate and perform in a manner that permits each Seller to conduct its business as it relates to the Acquired Interests as currently conducted, and the Sellers have taken commercially reasonable actions, consistent with current industry standards, to protect the integrity and security of the Seller IT Assets (and the confidentiality and security of all information and transactions stored or contained therein or transmitted thereby) against unauthorized use, access, interruption, modification or corruption, including the implementation of commercially reasonable (i) data backup, (ii) disaster avoidance and recovery procedures, (iii) business continuity procedures and (iv) encryption and other security protocol technology. There has been no unauthorized use, access, interruption, modification or corruption of any Seller IT Assets that had a material adverse impact on the Sellers.

(i) The Sellers have at all times materially complied with all applicable Laws, policies, procedures and contractual and all other obligations governing the collection, use, storage, processing, disclosure, protection, or security of Personal Information collected, used, stored, transferred or processed by or on behalf of any Seller (collectively, the “**Data Obligations**”). There has been no material loss, theft, security breach or unauthorized or unlawful disclosure or acquisition of any such Personal Information. No Claim has been asserted or, to the Sellers’ Knowledge, threatened in writing, in each case, against any Seller alleging a violation of any Data Obligation. For purposes of this Section 4.25(b), “**Personal Information**” means, in addition to any definition for any similar term (e.g., “personal data” or “personally identifiable information”) provided by applicable Law, all information that identifies or can reasonably be used to identify an individual person.

4.26 Undue Influence. In the past five (5) years, in connection with the ownership or operation of the business of the Sellers as it relates to the Acquired Interests, neither any Seller nor, to the Sellers’ Knowledge, any director, officer, agent, employee or Affiliate, in each case, of any Seller, has taken any action, directly or indirectly, with respect to the business of the Sellers as it relates to the Acquired Interests that would result in a material violation of the Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder (the “**FCPA**”) or any anti-corruption or anti-bribery laws, export control laws or sanctions issued or promulgated by any Governmental Authority. In the past five (5) years, each Seller, and, to the Sellers’ Knowledge, their respective Affiliates, have conducted the business of the Sellers as it relates to the Acquired Interests in compliance with the FCPA and all anti-corruption and anti-bribery laws, export control laws and sanctions issued or promulgated by any Governmental Authority in all material respects.

4.27 No Undisclosed Material Liabilities. Except as set forth on Schedule 4.27, there are no Liabilities of or relating to the business of the Sellers as it relates to the ownership or operation of the Acquired Interests that would constitute Assumed Liabilities (without taking into account any modifications requested by Sellers to the Co-Owned Assets, Other Assets or Assumed Liabilities after the Execution Date) that would be required by GAAP to be disclosed on financial statements of the Sellers as of the Execution Date, other than Liabilities (a) reflected or disclosed in the consolidated balance sheet of the Sellers for the fiscal quarter ended September 30, 2020 (“**Balance Sheet Date**”), (b) incurred in the ordinary course of business since the Balance Sheet Date (excluding any breaches of Law or any Lease, Easement or Contract), (c) disclosed in any materials filed with the Bankruptcy Court prior to the Execution Date in connection with the Bankruptcy Cases, (d) set forth on the Disclosure Schedules or (e) that are not material, individually or in the aggregate, to the Acquired Interests.

4.28 Absence of Certain Changes.

(a) Since the Balance Sheet date through the Execution Date, (i) except as authorized by the Bankruptcy Court prior to the date hereof, including as expressly contemplated by any orders entered in the Bankruptcy Cases from and after the Petition Date through the date hereof, the Acquired Interests have been owned and operated in the ordinary course of business in all material respects and (ii) except as disclosed on the Financial Statements, there has not been a Material Adverse Effect.

(b) From January 1, 2020 through the Execution Date, except as set forth on Schedule 4.28(b), or as expressly contemplated by any orders entered in the Bankruptcy Cases from and after the Petition Date, the Sellers have not: (A) purchased or otherwise acquired any material properties or assets (tangible or intangible) that constitute Acquired Interests or sold, leased, licensed, transferred, abandoned or otherwise disposed of any material assets that would otherwise have constituted Acquired Interests, except for (x) purchases of materials, and sales of Hydrocarbons and surplus inventory, in each case, in the ordinary course of business and (y) purchases or sales not contemplated by the preceding clause (x) that involved consideration of less than \$5,000,000 individually, and \$10,000,000 in the aggregate, (B) removed any material Inventory or other Acquired Interests from any of the properties or facilities that will transfer to Buyer as a result of the transactions contemplated hereby, other than in the ordinary course of business or (C) suffered any damage or destruction to or loss of any Acquired Interest whether or not covered by insurance where the value of such damage, destruction or loss (measured by cost to the Sellers of repairing or replacing the applicable Acquired Interest) was greater than \$1,000,000.

4.29 Equipment and Fixed Assets. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, all Inventory is in good operating condition and state of repair for the purposes for which they are used by the Sellers in the operation of its business, normal wear and tear excepted.

4.30 Operatorship. The Sellers have not received written notice of any vote to have the Sellers removed as the named operator of any of the Field Assets for which any Seller is currently designated as the operator and for which such vote is pending as of the Execution Date. From September 30, 2013 through the Execution Date, no Seller has been removed as the named operator of any material Field Asset.

4.31 Joint Venture.

(a) Fieldwood U.A. is an entity duly formed and validly existing under the Laws of the Netherlands. To the Sellers' Knowledge, (i) Fieldwood Mexico is an entity duly formed and validly existing under the Laws of the Netherlands and (ii) each of the Subsidiaries of Fieldwood Mexico is an entity duly formed and validly existing under the Laws of its jurisdiction of incorporation. Fieldwood U.A. is, and, to the Sellers' Knowledge, the Mexico JV is qualified to do business and is in good standing under the Laws of each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Fieldwood U.A.



has, and, to the Sellers' Knowledge, the Mexico JV has all requisite power and authority required to own and operate their properties and to carry on their business as now conducted.

(b) Prior to the date hereof, the Sellers have made available to Buyer all organizational documents and equity holder, stockholder, operating, membership, voting and other similar agreements of or relating to Fieldwood U.A. and, to the Sellers' Knowledge, the Mexico JV (the "**Organizational Documents**"). None of any Seller or, to the Sellers' Knowledge, any other Person, is in material breach of any Organizational Document. Other than the Organizational Documents, there are no agreements to which any Seller is a party with respect to the voting of any JV Interests or Fieldwood U.A. Interests or which restrict the transfer of any JV Interests or Fieldwood U.A. Interests.

(c) To the Sellers' Knowledge, Fieldwood Mexico has the following Subsidiaries, each of which are incorporated in Mexico: (1) Fieldwood Energy de Mexico, S. de R.L. de C.V.; (2) Fieldwood Energy E&P Mexico, S. de R.L. de C.V.; and (3) Fieldwood Energy Services de Mexico, S. de R.L. de C.V. To the Sellers' Knowledge, as of the Execution Date, the equity interests of: (i) Fieldwood Mexico consists of (A) class A shares, (B) class B shares and (C) class D shares, (ii) Fieldwood Energy de Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*), (iii) Fieldwood Energy E&P Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*) and (iv) Fieldwood Energy Services de Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*) (the equity interests of the Mexico JV collectively, the "**JV Shares**"). The equity interests of Fieldwood Mexico and each of its Subsidiaries that are held by the Sellers are listed on **Schedule 4.31(c)**. To the Sellers' Knowledge, (x) the equity interests of Fieldwood Mexico, and (y) the issued and outstanding JV Shares are held of record by the Persons listed on **Schedule 4.31(c)**.

(d) The outstanding equity interests of Fieldwood U.A., as of the Execution Date, consist of the Fieldwood U.A. Interests, and are held of record by the Persons listed on **Schedule 4.31(d)**.

(e) All of the issued and outstanding Fieldwood U.A. Interests and, to the Sellers' Knowledge, JV Interests have been duly authorized and validly issued, and are fully paid and nonassessable and were not issued in violation of any rights of first refusal, preemptive rights or similar rights. Except as set forth on **Schedule 4.31(c)** and **Schedule 4.31(d)**, (i) all of the outstanding securities or other similar ownership interests of any class or type of or in Fieldwood U.A. are held by Fieldwood Offshore LLC and Fieldwood, (ii) there are no outstanding securities or other similar ownership interests of any class or type of or in Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico J.V. and (iii) there are no outstanding options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, "**phantom**" equity rights, stock appreciation rights, equity-based performance units, or similar agreements, commitments or undertakings of any kind pursuant to which Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico JV is or may become obligated to (i) issue, deliver, transfer, sell or otherwise dispose of, or pay an amount relating to, any securities or other similar ownership interests of the Mexico JV or Fieldwood U.A., or any securities convertible into or exercisable or exchangeable for any securities or other ownership interests of the Mexico JV or Fieldwood U.A., or (ii) redeem, purchase or otherwise acquire any outstanding securities of the Mexico JV or Fieldwood U.A.

(f) Fieldwood U.A. has no employees. Fieldwood U.A. has (i) no assets other than the JV Interests held by Fieldwood U.A. and (ii) except as set forth on **Schedule 4.31(f)**, no non *de minimis* Liabilities other than those Liabilities incident to the ownership of the JV Interests held by Fieldwood U.A. (but not any Liabilities with respect to any breach of Law or Contract with respect to the ownership of such JV Interests).

4.32 Plan of Merger. The FWE I Oil and Gas Properties (excluding the assets listed on Exhibit I-K of the Plan of Merger) include solely “Legacy Apache Properties” (as such term is defined in the Apache Term Sheet (as such term is defined in the Restructuring Support Agreement)) and no other asset. As of the Execution Date, there is no asset listed on Exhibit I-K of the Plan of Merger that is related to, used or held for use in connection with or held as inventory in connection with, any Lease, Easement or Well listed on **Exhibit A**, **Exhibit B** or **Exhibit C**.

4.33 Exhibit X-1. **Exhibit X-1** sets forth an estimate of estimated Working Capital Assets (excluding clause (b) of the definition thereof) and Working Capital Liabilities (excluding clause (b) of the definition thereof) assuming an Effective Time occurring on June 30, 2021, which was prepared at the direction of the Sellers. To the Sellers’ Knowledge, when prepared in February 2021, the information in **Exhibit X-1** reflected a reasonable estimate of Working Capital Assets (excluding clause (b) of the definition thereof) and Working Capital Liabilities (excluding clause (b) of the definition thereof) assuming an Effective Time occurring on June 30, 2021, subject to (a) the assumptions described therein and (b) omission of liabilities for accrued payroll. To the Sellers’ Knowledge, (x) the Fieldwood Energy I Closing Accounts Receivable do not include or exclude assets that would have resulted in a material deviation of the net amount of the Working Capital Assets described in **Exhibit X-1** if such assets had been estimated and reflected in **Exhibit X-1** when prepared and (y) the Fieldwood Energy I Closing Accounts Payable do not include or exclude liabilities that would have resulted in a material deviation of the net amount of the Working Capital Liabilities described in **Exhibit X-1** if such liabilities had been estimated and reflected in **Exhibit X-1** when prepared (assuming that all, or substantially all, pre-petition payables are excluded from the calculation of Fieldwood Energy I Closing Accounts Payable as obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order, including by being paid as Cure Costs), in the case of each of clause (x) and clause (y), after taking into account duplication between the accounts described in **Exhibit X-1** and in the definitions of Working Capital Assets and Working Capital Liabilities, on the one hand, and Fieldwood Energy I Closing Accounts Receivable and Fieldwood Energy I Closing Accounts Payable, on the other hand.

## ARTICLE V BUYERS’ REPRESENTATIONS

Each of Buyer and Buyer 2 represents and warrants to the Sellers, subject to the Disclosure Schedules (subject to Section 12.15), as follows:

### 5.1 Organization; Standing; Capitalization.

(a) Each of Buyer and Buyer 2 is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of Buyer and



Buyer 2 has all requisite power and authority and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

(b) At the Closing, (i) all of the issued and outstanding **[membership interests]** of Buyer are held by [\_\_\_\_], a [\_\_\_\_] ("**Buyer Intermediate**"), (ii) all of the issued and outstanding **[membership interests]** of Buyer 2 are held by Buyer, (iii) all of the issued and outstanding **[membership interests]** of Buyer Intermediate are held by [\_\_\_\_], a [\_\_\_\_] ("**Buyer Parent**") and (iv) all of the issued and outstanding [membership interests] of Buyer Parent are held by [\_\_\_\_], a [\_\_\_\_] ("**Buyer Grandparent**").<sup>6</sup>

(c) At the Closing, except as set forth on **Schedule 5.1(c)**, the authorized and issued equity interests of Buyer Grandparent (the "**Buyer Grandparent Equity Interests**") shall consist solely of (i) the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of the Plan, (ii) the Subscription Rights (including any New Equity Interests issued in connection with the exercise thereof), (iii) Backstop Commitment Premium Equity Interests (as defined in the Plan), (iv) the GUC Warrants, (v) the SLTL Warrants and (vi) the New Money Warrants, in each case, issued pursuant to, and in accordance with, the Plan. At the Closing, all of the issued and outstanding Buyer Grandparent Equity Interests, and all of the membership interests of Buyer Parent, Buyer, Buyer 2 and Buyer Intermediate, will have been duly authorized and validly issued, and will be fully paid and nonassessable and not issued in violation of any rights of first refusal, preemptive rights or similar rights. As of the Closing Date, except as set forth in **Section 5.1(b)** and the first sentence of this **Section 5.1(c)**, there are no issued and outstanding (i) securities or other similar ownership interests of any class or type of or in Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or (ii) options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, "**phantom**" equity rights, stock appreciation rights, equity-based performance units, or similar agreements, commitments or undertakings of any kind pursuant to which Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent is or may become obligated to (A) issue, deliver, transfer, sell or otherwise dispose of, or pay an amount relating to, any securities or other similar ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or any securities convertible into or exercisable or exchangeable for any securities or other ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent, or (B) redeem, purchase or otherwise acquire any outstanding securities of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent.<sup>7</sup>

(d) As of immediately following the Closing, the only Liabilities of Buyer, Buyer 2, Buyer Intermediate and Buyer Parent will be: (x) liabilities under the Exit Facilities (as defined in the Plan), (y) in the case of Buyer and Buyer 2, the Assumed Liabilities and (z) Liabilities incurred in connection with this Agreement or any of the Ancillary Documents or any of the transactions contemplated hereunder or thereunder (including with respect to any surety bonds).

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<sup>6</sup> Note to Draft: To be confirmed prior to signing.

<sup>7</sup> Note to Draft: To be confirmed prior to signing.

5.2 Power. Each of Buyer and Buyer 2 has the requisite power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party and perform its obligations under this Agreement and such Ancillary Documents.

5.3 Non-Contravention. Buyer's execution, delivery and performance of this Agreement and each Ancillary Document to which Buyer is (or, upon its execution and delivery, will be) a party and the performance of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of Buyer or (b) assuming compliance with matters referred to in Section 5.7, violate any material Law applicable to Buyer. Buyer 2's execution, delivery and performance of this Agreement and each Ancillary Document to which Buyer 2 is (or, upon its execution and delivery, will be) a party and the performance of the transactions contemplated herein and therein will not (x) conflict with or result in a breach of any provisions of the organizational documents of Buyer 2 or (y) assuming compliance with matters referred to in Section 5.7, violate any material Law applicable to Buyer 2.

5.4 Authorization and Enforceability. Each of Buyer and Buyer 2 has full capacity, power and authority to enter into and perform this Agreement, each Ancillary Document to which Buyer and Buyer 2, as applicable, is (or, upon its execution and delivery, will be) a party and the transactions contemplated herein and therein. The execution, delivery and performance by each of Buyer and Buyer 2 of this Agreement and each Ancillary Document to which Buyer and Buyer 2, as applicable, is (or, upon its execution and delivery, will be) a party have been duly and validly authorized and approved by all necessary organizational action of Buyer and Buyer 2, as applicable. This Agreement and each Ancillary Document to which Buyer and Buyer 2 is (or, upon its execution and delivery will be) a party are, or upon their execution and delivery will be, the valid and binding obligations of Buyer and Buyer 2, as applicable, and enforceable against Buyer and Buyer 2, as applicable, in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.5 Liability for Brokers' Fees. Other than Rothschild & Co. US Inc. and Intrepid Partners, LLC, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Buyer or Buyer 2 who might be entitled to any fee, commission or expenses in connection with the transactions contemplated by this Agreement or any of the Ancillary Documents.

5.6 Litigation. Neither any Claim by any Governmental Authority or other Person nor any legal, administrative or arbitration proceeding is pending or, to Buyer's Knowledge, threatened against Buyer or Buyer 2 which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

5.7 Governmental and Third Person Consents. Except as set forth on Schedule 5.7 no Governmental Approval is required to authorize, or is otherwise required in connection with, (a) Buyer's or Buyer 2's valid execution and delivery of this Agreement or any Ancillary Document to which Buyer or Buyer 2 is (or, upon its execution and delivery, will be) a party, (b) Buyer's or

Buyer 2's performance of their respective obligations hereunder or thereunder or (c) the consummation of the transactions contemplated by this Agreement and the Ancillary Documents.

5.8 Financial Capability. At or prior to the Closing, Buyer has provided to the Sellers a true and complete copy of the [Direction Letter.]<sup>8</sup>

5.9 Qualification. At the Closing, Buyer will have met the BOEM Qualifications.

5.10 Bankruptcy. There are no bankruptcy, reorganization, receivership or arrangement proceedings pending against or to Buyer's Knowledge, threatened against Buyer or Buyer 2.

5.11 Investor Status; Investigation.

(a) To the extent any Acquired Interests constitute securities, the Acquired Interests are being acquired by Buyer and Buyer 2 for investment purposes only, for Buyer's and Buyer 2's own account and not with a view to, or for resale in connection with, any distribution thereof in violation of the 1933 Act.

(b) Each of Buyer and Buyer 2 acknowledges that, to the extent any Acquired Interests constitute securities, the sale of the Acquired Interests has not been registered under the 1933 Act or any state or foreign securities laws and that the Acquired Interests, to the extent constituting securities, may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the 1933 Act and registered under any applicable state or foreign securities laws or pursuant to an exemption from registration under the 1933 Act and any applicable state or foreign securities laws.

(c) Each of Buyer and Buyer 2 has such expertise, knowledge and sophistication in financial and business matters generally that it is capable of evaluating, and has evaluated, the merits and economic risks of its investment in the Acquired Interests. Each of Buyer and Buyer 2 is knowledgeable of the oil and gas business and of the usual and customary practices of oil and gas producers, including those in the areas where the Acquired Interests are located. Further, each of Buyer and Buyer 2 is capable of making such investigation, inspection, review and evaluation of the Acquired Interests as a prudent purchaser would deem appropriate under the circumstances including with respect to all matters relating to the Acquired Interests, their value, operation and suitability.

(d) Each of Buyer and Buyer 2 has had the opportunity to examine all aspects of the Acquired Interests that Buyer and Buyer 2 have deemed relevant and has had access to all information requested by Buyer or Buyer 2 with respect to the Acquired Interests in order to enter into this Agreement. In connection with the transactions contemplated hereby, each of Buyer and Buyer 2 has had the opportunity to ask such questions of, and has received sufficient answers from, the representatives of the Sellers and obtain such additional information about the Acquired Interests as each of Buyer and Buyer 2 deems necessary to enter into this Agreement.

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<sup>8</sup> Note to Draft: Subject to Agent feedback (i.e., whether 1 letter or 2 letters).

(e) Each of Buyer and Buyer 2 confirms, acknowledges and agrees that Buyer and Buyer 2, as applicable, is relying entirely upon the representations and warranties of the Sellers in this Agreement, any certificates delivered hereunder and any Ancillary Document, as well as Buyer's and Buyer 2's own investigations and inspections of the books, records and assets of the Sellers, including the Acquired Interests, prior to the execution of this Agreement in entering into this Agreement and proceeding with the transactions on the terms as set forth herein. Each of Buyer and Buyer 2 acknowledges and agrees that, other than the express representations and warranties of the Sellers set forth in Article IV, in the certificates delivered by the Sellers at Closing, or any Ancillary Document, any description of the Sellers, their businesses, operations and assets (including the Acquired Interests) in this Agreement, the Disclosure Schedules or any Ancillary Document is for the sole purpose of identification only and no representation, warranty or condition is or will be given by the Sellers in respect of the accuracy of any description. In deciding to enter into this Agreement, and to consummate the transactions contemplated hereby, other than the express representations and warranties of the Sellers set forth in Article IV, any certificates delivered hereunder and any Ancillary Document, each of Buyer and Buyer 2 has relied solely upon its own knowledge, investigation, judgment and analysis and not on any other disclosure or representation made by the Sellers or the Sellers' representatives. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries.

5.12 No Other Representations. No Seller nor any other Person (on behalf of any Seller or otherwise) has made or is making any representation or warranty whatsoever, express or implied, at law or in equity, with respect to the Sellers, the Acquired Interests, this Agreement or the transactions contemplated by this Agreement other than the representations and warranties expressly set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document, and neither Buyer nor Buyer 2 is relying on and has not relied on any representation or warranty other than those representations or warranties set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document and any reliance by Buyer or Buyer 2 on any representation or warranty other than those representations and warranties set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document is hereby expressly disclaimed. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries.

## **ARTICLE VI COVENANTS AND AGREEMENTS**

6.1 Covenants and Agreements of the Sellers. The Sellers covenant and agree that, during the Interim Period (or, if earlier, until termination of this Agreement), except (u) as otherwise expressly required under this Agreement or any Ancillary Document, (v) as required by any applicable Law or Governmental Authority (including the Bankruptcy Code, the Bankruptcy Court and any actions required to be taken (or not taken) by the Sellers in order to comply with any orders of the Bankruptcy Court), (w) to the extent related solely to Excluded Assets and/or Retained Liabilities, (x) for renewal of insurance coverage in the ordinary course of business, (y) for emergency operations to address any emergency that threatens human life, safety or the

environment; *provided* that the Sellers will provide notice to Buyer of any such emergency operation prior to taking such action if practicable and, otherwise, as soon as reasonably practicable thereafter or (z) otherwise with Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed):

(a) except as set forth on **Schedule 6.1(a)**, each Seller shall and shall cause its Affiliates to:

(i) carry on the business of the Sellers as it relates to the Acquired Interests in the ordinary course of business consistent with past practice and use commercially reasonable efforts to maintain, preserve and protect the Acquired Interests in the condition in which they exist on the Execution Date, except for ordinary wear and tear and except for replacements, modifications or maintenance in the ordinary course of business consistent with past practice;

(ii) maintain and operate as a reasonably prudent operator in the ordinary course of business the Field Assets operated by the Sellers as of the Execution Date and maintain the Office Assets as a reasonably prudent lessee and owner;

(iii) use commercially reasonable efforts to maintain their relationships with, and preserve for the business of the Sellers as it relates to the Acquired Interests, and preserve the goodwill of, their key suppliers and customers; *provided, however*, that (x) this clause (iii) will not restrict the Sellers from taking any action deemed necessary, prudent or advisable in the business judgment of the Sellers in connection with the Bankruptcy Cases, including with respect to any claim of any suppliers or customers of the Sellers that is subject to the Bankruptcy Cases, and (y) prior to taking any action (other than such action required by the Plan or an order of the Bankruptcy Court) outside the ordinary course of business that the Sellers reasonably believe will adversely affect their relationships with their key suppliers and customers, the Sellers will consult with Buyer prior to taking any such action;

(iv) pay or cause to be paid, when due, all Taxes, Lease Burdens and development and operating expenses and other payments, in each case consistent with past practice, except (A) royalties held in suspense in good faith and (B) expenses or royalties being contested in good faith;

(v) maintain its books, accounts and records consistent with past practice;

(vi) pay all post-petition trade payables and use commercially reasonable efforts to collect accounts receivable, as they related to the Acquired Interests after the Petition Date, in each case in the ordinary course of business consistent with past practice but, in the case of post-petition trade payables, in no event later than the due date thereof, unless being disputed in good faith (but, for the avoidance of doubt, subject to applicable orders of the Bankruptcy Court);

(vii) provide Buyer (promptly but in no event later than three (3) Business Days after the Sellers' receipt thereof) with copies of any written notice received

from any Third Person with respect to (A) any proposed operations on any Field Asset or (B) any Claim relating to any Acquired Interests (in the case of each of clauses (A) and (B), where the Sellers' Liability (or potential Liability) is in excess of \$1,000,000);

(viii) provide Buyer with copies of any material correspondence received from any Governmental Authority with respect to any Acquired Interests as soon as reasonably practicable, but in no event later than two (2) Business Days after the Sellers' receipt thereof; and

(ix) within ten (10) Business Days following the execution of this Agreement, deliver to Buyer a true and complete list of the names, titles, hire date, location, whether full- or part-time, whether active or on leave (and, if on leave, the nature of the leave and the expected return date), whether exempt from the Fair Labor Standards Act of 1938, annual salary or wage rate, most recent annual bonus received, current annual bonus opportunity for all Seller Employees, which list shall be updated not less than ten (10) Business Days prior to the Closing to reflect the hiring, resignation or termination of any Seller Employee; and

(b) except as set forth on Schedule 6.1(b), each Seller shall not and shall cause its Affiliates not to:

(i) modify in any material respect its now existing credit, collection or payment policies, procedures or practices as they relate to the Acquired Interests, including accelerating collections of receivables or failing to pay or delaying payment of payables in a manner inconsistent with its now existing practices;

(ii) remove any Acquired Interest from any real property or other location of the Sellers' business such that such Acquired Interest is no longer located within any property of the Sellers' business that is an Acquired Interest, except for sales of inventory in the ordinary course of business;

(iii) subject to, and without limiting, the Sellers' rights pursuant to Section 6.4, transfer, convey, sell, abandon or otherwise dispose of any material Acquired Interests (other than sales of Hydrocarbons in the ordinary course of business consistent with past practice) or any interest in any of the Leases;

(iv) create any Encumbrance on any Acquired Interests other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances) or Encumbrances that will be released prior to Closing (including if released pursuant to the Confirmation Order);

(v) commence, propose, commit or agree to participate in any single operation with respect to any Field Asset with an anticipated cost in excess of \$1,000,000;

(vi) amend, modify, renew or terminate any Material Contract or enter into any Contract that would be an Material Contract if it existed on the date hereof if such Material Contract would be an Assigned Contract;



(vii) (A) hire any officers or other senior executive employees or terminate any such officer or employee (other than for “cause”); or (B) except in the ordinary course of business consistent with past practice, hire any other employees or terminate any such other employee (other than for “cause”);

(viii) (A) increase the annual rate of base salary or any target bonus opportunity of any Seller Employee, except in the ordinary course of business consistent with past practice and not in excess of 3% for any Seller Employee; (B) pay any bonus, benefit, or other direct or indirect incentive compensation (other than any such payments authorized pursuant to any first or second day orders in the Bankruptcy Cases); (C) award any equity or equity-based compensation awards (whether phantom or equity) with respect to the equity of any Seller or any of its Affiliates; (D) modify, amend or terminate any Employee Plan; (E) enter into or modify any employment, compensation, severance, non-competition, or similar Contract (or amend any such Contract) to which any Seller or any of its Affiliates is a party; or (F) adopt any new severance pay, termination pay, deferred compensation, bonus, or other employee benefit plan, agreement, program, practice, arrangement or policy with respect to Seller Employees that would be an Employee Plan if it existed on the date hereof (including any employment agreement, severance agreement, change in control agreement, or transaction or retention bonus agreements), except, in the case of each of clauses (A) through (F), (1) to the extent set forth in any order of the Bankruptcy Court or as required by applicable Law; or (2) to the extent required pursuant to the terms of any Employee Plan, as in effect on the date hereof;

(ix) relinquish its position as operator to any Person other than Buyer or Buyer 2 with respect to any Acquired Interest operated by the Sellers;

(x) waive, release, settle or compromise any material Claim or proceeding relating to any Acquired Interest;

(xi) subject to, and without limiting, the Sellers’ rights pursuant to Section 6.4, enter into any merger or divisive merger, or liquidate or dissolve;

(xii) sell, lease, license (except for non-exclusive licenses granted in the ordinary course of business) or otherwise transfer or dispose of, abandon or permit to lapse, fail to take any action necessary to maintain, enforce or protect, or create or incur any Encumbrance (other than Permitted Encumbrances) on, any material Owned Intellectual Property;

(xiii) cause or allow any of its current directors and officers liability, property or casualty insurance policies that apply to any of the Acquired Interests or that apply to the business of the Sellers as it relates to the Acquired Interests to be canceled or terminated or any of the coverage thereunder to lapse unless, simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies are in full force and effect;

(xiv) make, change or revoke any material Tax election in respect of the Acquired Interests, settle or otherwise compromise any claim relating to Taxes of Fieldwood U.A. or with respect to the Acquired Interests, enter into any closing agreement or similar agreement relating to Taxes of Fieldwood U.A. or the Acquired Interests, surrender any right to claim a Tax refund, offset or other reduction in Tax Liability of Fieldwood U.A. or with respect to the Acquired Interests, or request any ruling or similar guidance with respect to Taxes of Fieldwood U.A. or with respect to the Acquired Interests; or

(xv) enter into any Contract or other commitment to take, or authorize the taking of or resolve to take, any actions prohibited by this Section 6.1(b).

6.2 Casualty Event. The Sellers shall give Buyer prompt written notice of any Casualty Event that occurs with respect to any Acquired Interest during the Interim Period, together with a description of the applicable insurance coverage and an estimate of the Sellers' exposure with respect to such Casualty Event. If the damaged or taken Acquired Interest is not repaired or replaced on or before the Closing Date, the Sellers shall provide to Buyer an assignment of all of the Sellers' right, title and interest in and to all insurance proceeds and recoveries from Third Persons payable, in each case with respect to the Acquired Interest damaged or taken as the result of such Casualty Event.

6.3 Press Releases. Except as required in the Bankruptcy Cases or by applicable Law (a) each Party shall consult with the other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement and (b) no Party shall issue any press release or make any such public statement before obtaining the other Party's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. To the extent such release or public statement is required by Law, the Party intending to make such release or public statement (i) shall give the other Party the opportunity (within reasonable time before any applicable deadline) to review and comment upon such release or public statement and (ii) shall consider in good faith all reasonable comments thereto received sufficiently in advance of any applicable deadline.

#### 6.4 Solicitation; Other Offers.

(a) Each of Buyer and Buyer 2 acknowledges and agrees that from and after the Execution Date through entry of the Confirmation Order, the Sellers may take any action (including entering into any agreement or letter-of-intent with respect thereto) to cause, promote, assist with or enter into an Alternative Transaction.

(b) Without limiting the foregoing, the Sellers may, directly or indirectly through its Representatives, (i) engage in discussions and negotiations regarding an Alternative Transaction with any one or more Third Persons as potential bidders (each, an "***Alternative Bidder***") in connection with the solicitation of one or more proposals relating to an Alternative Transaction and (ii) furnish to any Alternative Bidder who has signed a confidentiality agreement and has made a request therefor any public or non-public information relating to the Sellers and afford to any such Alternative Bidder access to any properties, Acquired Interests, books or records of the Sellers or the business of the Sellers; *provided* that the Sellers shall not actively solicit

proposals relating to an Alternative Transaction unless the failure to do so would be contrary to or inconsistent with applicable fiduciary duties.

6.5 Regulatory Matters; Cooperation.

(a) The Sellers, on one hand, and Buyer, on the other hand, shall cooperate, and reasonably determine upon the advice of counsel within fifteen (15) Business Days of the Execution Date, other than the notifications required to be filed under the HSR Act, any notifications, filings, consents, clearances, waivers, waiting periods and approvals, if any, required under any applicable Antitrust Law in connection with the transactions contemplated by this Agreement (including by any persons that will hold, directly or indirectly, any equity interest in Buyer as of or immediately after the Closing) (the “*Foreign Antitrust Approvals*”). Subject to Section 6.5(c), as soon as reasonably practicable (and, in any event, within ten (10) Business Days, or a later date as agreed by the Parties) after the Execution Date, the Sellers, on the one hand, and Buyer, on the other hand, shall each prepare and file, or cause to be prepared and filed, any notifications required to be filed under the HSR Act with the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice and any Foreign Antitrust Approvals, and request early termination of the waiting periods applicable to such notifications. Subject to Section 6.5(c), Buyer, on the one hand, and the Sellers, on the other hand, shall promptly respond to any requests for additional information or documentary materials in connection with such filings and shall take all commercially reasonable actions necessary to cause the waiting periods applicable to such notifications to terminate or expire at the earliest practicable date after the date of filing. The Sellers shall be responsible for payment of the applicable filing fee under the HSR Act or Foreign Antitrust Approvals, and each Party shall be responsible for any other payment of its own respective costs and expenses incurred by such Party (including attorneys’ fees and other legal fees and expenses) associated with the preparation of its portion of any antitrust filings.

(b) Subject to the provisions of Section 6.5(c) and Section 6.7, including the limitations set forth therein, the Sellers, on the one hand, and Buyer, on the other hand, shall use reasonable best efforts to obtain, at the earliest practicable date, all necessary Governmental Approvals and all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities and any change in control requirements relating to any consent decrees, decisions, judgments, settlements, consent orders, stipulations, decrees or similar orders relating to the Acquired Interests, if any), in each case for the consummation of the transactions contemplated by this Agreement and the Ancillary Documents, and use its reasonable best efforts to avoid any Claim by any Governmental Authority relating to the transactions contemplated by this Agreement and the Ancillary Documents. Subject to the provisions of Section 6.5(c) and Section 6.7, including the limitations set forth therein, in addition to such actions, the Sellers, on the one hand, and Buyer, on the other hand, shall use reasonable best efforts to (i) take all acts necessary in connection with meeting with any Governmental Authority regarding the transferring of the Permits included in the Acquired Interests and (ii) execute and deliver any additional instruments reasonably necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement.

(c) The Sellers, on the one hand, and Buyer, on the other hand, (i) to the extent permissible, shall promptly inform each other of any material communication from any

Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval by any Governmental Authority and (ii) to the extent permissible, shall permit the other to review in advance any proposed written or material oral communication or information submitted to any such Governmental Authority in response thereto. In addition, none of the Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless, to the extent permissible, such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Party the opportunity to attend and participate thereat, in each case to the maximum extent reasonably practicable. Subject to restrictions under any Law, each of Buyer, on the one hand, and the Sellers, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine or which refer to valuation of the Acquired Interests) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require Buyer or the Sellers, or any of their respective Affiliates to (and none of any Seller or any of its Affiliates shall, without the prior written consent of Buyer), in performing their respective obligations under this Section 6.5, (i) enter into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the transactions contemplated hereby, (ii) divest or otherwise hold separate (including by establishing a trust or otherwise), or take any other action (or otherwise agree to do any of the foregoing) with respect to the Acquired Interests or any assets or business of Buyer or any of its Affiliates or (iii) defend any Claim relating to the transactions contemplated by this Agreement or any Ancillary Document, except, in the case of each of clauses (i) through (iii), actions expressly contemplated to be taken by the Sellers in accordance with the Plan.

(d) Notwithstanding anything to the contrary contained in this Agreement, Buyer shall, on behalf of the Parties, control and lead all communications and strategy relating to the Antitrust Laws (*provided* that the Sellers are not constrained from complying with applicable Law), *provided*, further, that the Parties shall consult and cooperate with one another, and consider in good faith the views of one another, regarding the form and content of any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of either Party in connection with proceedings under or relating to any Antitrust Law prior to their submission.

#### 6.6 Bankruptcy Court Matters.

(a) Qualified Bids. Subject to the terms of the Disclosure Statement Order, if one or more Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) is

received by the Sellers on or before the Bid Deadline (as such term is defined in the Disclosure Statement Order), no later than three (3) Business Days after the Bid Deadline (as such term is defined in the Disclosure Statement Order), the Sellers shall file with the Bankruptcy Court a notice of receipt of such Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) and the Sellers' proposed procedures for selecting the highest or otherwise best bid, including, but not limited to, any procedures for submitting revised bids and/or holding an auction to the extent the Sellers determine holding an auction will maximize value to the Sellers' estate.

(b) Confirmation Order. The Sellers and Buyer shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of a Confirmation Order by no later than the Confirmation Outside Date. The Confirmation Order shall be in form and substance acceptable to the Sellers and Buyer. The Sellers acknowledge and agree, and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Liabilities and Encumbrances of, against or created by the Sellers or their bankruptcy estates, shall be fully released from and with respect to the Acquired Interests, which shall be transferred to Buyer free and clear of all Encumbrances (other than Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) and Retained Liabilities and Buyer shall at Closing be required to assume the Assumed Liabilities as set forth hereunder. The Sellers and Buyer covenant and agree that if the Confirmation Order is entered, they will pursue the transactions contemplated by the Confirmation Order and in this Agreement. The Sellers shall use commercially reasonable efforts to cause the Confirmation Order to provide either that (a) the Sellers have complied with the requirements of any applicable Law relating to bulk sales and transfer or (b) compliance with applicable Law relating to bulk sales and transfers is not necessary or appropriate under the circumstances. Buyer agrees that it will take commercially reasonable efforts to take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Confirmation Order.

(c) Reasonable Efforts. The Sellers shall use commercially reasonable efforts to (i) obtain entry of the Disclosure Statement Order, (ii) promptly commence solicitation on the Plan upon entry of the Disclosure Statement Order, and (iii) (A) facilitate the solicitation, confirmation and consummation of the Plan and the transactions contemplated hereby, (B) obtain entry of the Confirmation Order and (C) consummate the Plan.

(d) Bankruptcy Filings.

(i) During the Interim Period, the Sellers shall deliver to Buyer copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that relate, in whole or in part, to this Agreement and the transactions contemplated hereby at least two (2) Business Days prior to the date when the Sellers intend to file any such pleading or other document (*provided*, that if delivery of such motions, orders or materials (other than the Plan, the disclosure statement, a disclosure statement order, the Confirmation Order or adequate protection order) at least two (2) Business Days in advance is not reasonably practicable, such motion, order or material shall be delivered as soon as reasonably practicable prior to filing) for Buyer's prior review and comment, and the Sellers shall consult in good faith with Buyer regarding the form and substance of such filings to the extent they are related to the Acquired Interests, any Assumed Liabilities or the transactions contemplated hereby, including any of Buyer's rights or obligations



hereunder. The Parties shall use commercially reasonable efforts to consult and cooperate regarding (i) any such pleadings, motions, notices, statements, schedules, applications, reports or other papers, (ii) any discovery taken in connection with seeking entry of the Confirmation Order (including any depositions) and (iii) any hearings relating to the Confirmation Order, including the submission of any evidence, including witness testimony, in connection with such hearing. The Sellers agree to diligently prosecute the entry of the Confirmation Order as provided herein. During the Interim Period (subject to Section 6.4), the Sellers shall not take any action that is intended to (or is reasonably likely to), or fail to take any action the intent (or reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Confirmation Order, or this Agreement.

(ii) In the event the entry of the Disclosure Statement Order, the Confirmation Order, or any other order reasonably necessary in connection with the transactions contemplated by this Agreement is appealed, the Sellers shall use commercially reasonable efforts to defend such appeal.

(e) Cooperation with Plan Administrator. In accordance with the terms of the Plan, the Parties agree that they shall use commercially reasonable efforts to cooperate with the Plan Administrator (as defined in the Plan) and each other, in relation to the Parties' respective activities and obligations under the Plan, including by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort.

#### 6.7 Assumption and Assignment of Contracts.

(a) No later than twenty eight (28) days prior to the Designation Deadline, the Sellers shall provide to Buyer a list of all 365 Contracts and the Sellers' good faith estimate of Cure Costs associated with each such 365 Contract (the "**365 Schedule**"). The Sellers may amend or supplement the 365 Schedule from time to time to add or remove any 365 Contract inadvertently included or excluded from such 365 Schedule or to amend, based on the Sellers' good faith calculation of the Cure Costs, any proposed Cure Costs set forth in such 365 Schedule and shall provide Buyer written notice thereof. No later than fourteen (14) days prior to the Designation Deadline, Buyer shall designate in writing which 365 Contracts from the 365 Schedule Buyer desires to be assumed by the Sellers and assigned to Buyer (collectively, and as further modified by Buyer pursuant to the provisions of this Section 6.7, the "**Assigned 365 Contracts**" and Buyer's designated list of Assigned 365 Contracts, the "**Assigned 365 Contracts List**").

(b) Promptly following the receipt of Buyer's initial designation of the Assigned 365 Contracts pursuant to Section 6.7(a) (to the extent not previously filed) and by no later than the Designation Deadline, the Sellers shall file the Assigned 365 Contracts List with the Bankruptcy Court and deliver a written notice of the proposed assignments of the Assigned 365 Contracts and the proposed Cure Costs for each Assigned 365 Contract (consistent with the Sellers' good faith estimates set forth on the 365 Schedule) to all non-debtor parties of the Assigned 365 Contracts, which notice shall notify each non-debtor party to such Assigned 365 Contract of (i) the proposed Cure Cost for such Assigned 365 Contract and (ii) an objection



deadline for such non-debtor party to object to the proposed assumption and assignment and proposed Cure Cost.

(c) Notwithstanding anything herein to the contrary, Buyer may, from time to time, in its sole discretion revise the Assigned 365 Contracts List at any time prior to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing (or such other time as agreed in writing between the Sellers and the applicable counterparty to a 365 Contract) (the “**Designation Deadline**”) by (x) subtracting therefrom any Assigned 365 Contract, and any 365 Contract so removed shall no longer be considered Assigned 365 Contracts for purposes of this Agreement or (y) adding thereto any 365 Contract, and any 365 Contract so added will be an Assigned 365 Contract for the purposes of this Agreement; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing. The Sellers shall promptly file on the docket in the Bankruptcy Cases and serve on the affected non-Debtor counterparty(ies) a notice of any actions taken by Buyer pursuant to the preceding sentence pursuant to and in accordance with the Disclosure Statement Order. Subject to the preceding sentences, all 365 Contracts of the Sellers that are listed on the 365 Schedule and which Buyer does not designate in writing for assumption and assignment shall not be considered Assigned 365 Contracts or Acquired Interests and shall automatically be deemed “**Excluded Contracts**,” *provided, however*, that Buyer may not exclude from the Assigned 365 Contracts any 365 Contract that is set forth on **Schedule 6.7(g)**.

(d) Each of each Seller and Buyer, as applicable, shall use commercially reasonable efforts to assign or cause to be assigned, the Assigned 365 Contracts to Buyer, including, if necessary, taking all actions required by the Bankruptcy Court to obtain a Final Order containing a finding that the proposed assumption and assignment of the Assigned 365 Contract to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code. If the Sellers are successful in effecting such assumption as of or before the Closing, such Lease, Easement or Contract shall become an Assigned 365 Contract and transferred and conveyed to Buyer.

(e) On the Closing Date, immediately following payment by Buyer of the Cash Portion, the Sellers shall pay all undisputed Cure Costs with respect to the Assigned 365 Contracts.

(f) Buyer shall provide adequate assurance of future performance of all of the Assigned 365 Contracts so that all Assigned 365 Contracts can be assumed by the Sellers and assigned to Buyer at the Closing in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement, and Buyer acknowledges that such cooperation may require Buyer to provide reasonably necessary information regarding Buyer and its Subsidiaries, as well as a commitment of performance by Buyer and/or its Subsidiaries with respect to the Assigned 365 Contracts from and after the Closing to demonstrate adequate assurance of the performance of the Assigned 365 Contracts, and the Sellers’ obligation to assume and assign such Assigned 365 Contracts is subject to Buyer providing such adequate assurance of future performance.

(g) Notwithstanding anything in this Agreement to the contrary, including Section 6.7(c) above, the Contracts set forth on Schedule 6.7(g) shall at all times constitute Assigned 365 Contracts and shall be assigned to Buyer at the Closing.<sup>9</sup>

(h) Notwithstanding anything to the contrary in this Agreement, no Seller (i) shall agree to, settle or compromise any dispute with respect to, the amount of Cure Costs in respect of any Assigned 365 Contract without the prior written approval of Buyer in its sole discretion or (ii) shall, without the prior written consent of Buyer in its sole discretion, reject or move to reject (A) any 365 Contracts prior to the Designation Deadline or (B) any Assigned 365 Contract (whether before or after the Designation Deadline).

(i) Notwithstanding anything in this Section 6.7 to the contrary, Buyer may not, except with the prior written consent of the Sellers, designate any 365 Contract as an Assigned 365 Contract to the extent that such 365 Contract is identified on Exhibit I-F of the Plan of Merger (except to the extent constituting Applicable Shared Asset Interests).

#### 6.8 Employee Matters.

(a) Offers and Terms of Employment. All Seller Employees (including those on leave of absence or disability) identified by the Sellers on the updated list provided pursuant to Section 6.1(a)(vii) shall be offered employment by Buyer or its Affiliate no later than five (5) days prior to the Closing Date, in each case, such employment to be effective as of the Closing Date; *provided, however*, that neither Buyer nor any of its Affiliates shall be required to make an offer of employment to any Section 6.8 Employee unless Buyer and Seller mutually agree that Buyer shall offer employment to such Section 6.8 Employee. Each offer of employment made by Buyer or its Affiliates to a Seller Employee, as applicable, shall be effective as of the Closing Date and shall contain terms and conditions of employment substantially comparable in the aggregate to the terms and conditions of employment provided by the Sellers immediately prior to the Closing Date with respect to such Seller Employee, *provided* each such offer shall include (i) at least the same level of base salary or wage rate (based on pre-COVID-19 salary or wage rate without regard to any reduction), (ii) for substantially all such Seller Employees, at least the same annual cash incentive compensation opportunity and (iii) substantially similar employee benefits. For purposes of this Agreement, any individual who becomes employed by Buyer in accordance with this Section 6.8 is referred to as a “**Transferred Employee.**”

(b) Liabilities. Effective as of the Closing, (i) Buyer shall, or shall cause an Affiliate of Buyer to, assume or retain, as the case may be, any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the employment or services, or termination of employment services, of any Transferred Employee, accrued and unpaid bonuses, accrued and unused vacation, sick days and paid time off and any workers’ compensation claims against any Seller or its Affiliates, irrespective of when such claims are made (and Buyer shall or shall cause an Affiliate of Buyer to pay the applicable Transferred Employees the unpaid portion of any Transferred Employee’s accrued annual bonus for the calendar year in which the Closing occurs

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<sup>9</sup> Note to Draft: Schedule 6.7(g) to include the McCarroll agreements and, subject to Buyer’s review of Schedule 6.7(g), any agreements related to the Co-Owned Assets that are required to be conveyed in connection with the assignment of the Co-Owned Assets.

at the time such bonuses are paid to such Transferred Employees in the ordinary course consistent with past practice) and (ii) the Sellers shall, or shall cause their Affiliates to assign to Buyer, and Buyer shall, or shall cause an Affiliate of Buyer, to assume, (A) sponsorship of the Fieldwood Energy Health & Welfare Benefit Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of the Fieldwood Energy Health & Welfare Benefit Plan, and Buyer shall be, or shall cause an Affiliate to be, responsible for all claims whenever incurred under the Fieldwood Energy Health & Welfare Benefit Plan, including any claims incurred prior to the Closing but not yet reported and any claims reported prior to Closing but which have not yet been processed, (B) sponsorship of the Fieldwood Energy LLC 401(k) Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of the Fieldwood Energy LLC 401(k) Plan, and (C) each other Assumed Employee Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of each Assumed Employee Plan; *provided* that except as otherwise set forth in Section 6.8(c), in no event shall Buyer or any of its Affiliates assume any Liabilities relating to bonuses, severance or workers' compensation claims for any current or former employee of any Seller or any of its Affiliates other than a Transferred Employee and all such Liabilities shall be Retained Liabilities.

(c) Severance. With respect to any Seller Employee who Sellers and Buyer mutually agree shall not be offered employment by Buyer and who shall not become a Transferred Employee, Sellers shall provide severance payments (subject to executing a general employment release in favor of Sellers and Buyer) in such amount as mutually determined by Sellers and Buyer, which amount shall in no event exceed two (2) months of base salary ("***Employee Severance***"). Employee Severance shall be paid by Sellers to each such Seller Employee in the ordinary course through the Closing. Buyer shall, and shall cause its Affiliates to, be liable for and provide to each such Seller Employee any portion of the unpaid Employee Severance that otherwise becomes due and payable following the Closing.

(d) Credit for Service. Buyer shall, and shall cause its Affiliates to, credit Transferred Employees for service earned on and prior to the Closing Date with the Sellers and their Affiliates or predecessors to the extent that such service would be credited pursuant to the applicable Employee Plan, in addition to service earned with Buyer and its Affiliates on or after the Closing Date to the extent that service is relevant for purposes of eligibility, vesting, paid-leave entitlement or the calculation of benefits under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date, but not for the purposes of benefit accrual under any defined benefit pension plan; *provided, however*, that nothing herein shall result in a duplication of benefits with respect to the Transferred Employees.

(e) Pre-existing Conditions; Coordination. Buyer shall, and shall cause its Affiliates to, waive any pre-existing condition or actively at work limitations, evidence of insurability and waiting periods for the Transferred Employees and their eligible spouses and dependents under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date. Buyer shall, and shall cause its Affiliates to credit for purposes of determining and satisfying annual deductibles, co-insurance, co-pays, out-of-pocket limits and other applicable limits under the comparable health plans and arrangements offered to Transferred Employees, deductibles, co-

insurance, co-pays and out-of-pocket expenses paid by Transferred Employees and their respective spouses and dependents under the Sellers or any of their respective Affiliates' health plans in the calendar year in which the Closing Date occurs.

(f) Accrued Vacation. Buyer or its Affiliates shall provide each Transferred Employee with credit for the same number of vacation, sick days and personal days such Transferred Employee has accrued but not used in the calendar year in which the Closing Date occurs; *provided*, that to the extent required by applicable Law, such amount shall be paid by Buyer or its Affiliates to the applicable Transferred Employee in cash. In the event that a Transferred Employee is unable to use such carried over vacation and sick days within the calendar year in which the Closing Date occurs, Buyer or its Affiliates shall allow such Transferred Employee to carry over such vacation and sick days to be used in the subsequent calendar year solely to the extent that such Transferred Employee would have had the same right to carry over such vacation and sick days pursuant to the policies of the Seller or its Subsidiaries as of the date hereof.

(g) COBRA. On the Closing Date, the Sellers and their Affiliates shall cease to provide health and welfare coverage to each Seller Employee and his or her covered dependents and beneficiaries, and Buyer or its Affiliate shall commence providing such coverage to Transferred Employees and his or her covered dependents and beneficiaries. Buyer and its "buying group" (as defined in Treasury Regulation Section 54.4980B-9, Q&A-2(c)) shall be solely responsible for providing continuation coverage under COBRA to those individuals who are or become M&A qualified beneficiaries (as defined in Treasury Regulation Section 54.490B-9, Q&A-4(a)) with respect to the transactions contemplated by this Agreement. Buyer and its Affiliates shall provide coverage required by COBRA to Transferred Employees and their eligible dependents or beneficiaries under group health plans maintained by Buyer or an Affiliate of Buyer with respect to qualifying events occurring on and after the Closing Date.

(h) Tax Reporting. Buyer shall adopt the "*alternate procedure*" for preparing and filing IRS Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53. Under this procedure, Buyer as the successor employer shall provide Forms W-2 to Transferred Employees reflecting all wages paid and Taxes withheld with respect to such Transferred Employees for the calendar year in which the Closing Date occurs. The Sellers as the predecessor employer shall have no employment tax reporting responsibilities for the Transferred Employees following the Closing Date. Buyer shall also adopt the "*alternate procedure*" of Revenue Procedure 2004-53 for purposes of IRS Forms W-4 (Employee's Withholding Allowance Certificate) and W-5 (Earned Income Credit Advance Payment Certificate).

(i) No Third Party Beneficiaries. Without limiting the generality of Section 12.5, no provision of this Section 6.8 shall (i) be treated as an amendment of, or undertaking to amend, any benefit plan, (ii) obligate Buyer or the Sellers to retain the employment of any particular employee or (iii) confer any rights or benefits on any Third Person beneficiary or create any Third Person beneficiary or other rights in any current or former employee, independent contractor or other service provider (including any beneficiary or dependent thereof) of any Seller in respect of continued employment (or resumed employment) with either Buyer or any of, its Affiliates and no provision of this Section 6.8 shall create any rights in any such Persons in respect of any benefits that may be provided, directly or indirectly, under any Employee Plan or any plan or arrangement that may be established by Buyer or any of its Affiliates, including as to the level

or duration of compensation or benefits. No provision of this Agreement shall constitute a limitation on rights to amend, modify or terminate after the Closing Date any such plans or arrangements of the Sellers, Buyer or any of their respective Affiliates.

6.9 [Reserved].

6.10 Certain Agreements. The Sellers will obtain assignment of, or replacement agreements with respect to, the Specified Section 6.10 Contract(s) prior to or at the Closing (with any replacement agreement being on substantially the same terms as the Specified Section 6.10 Contract(s) being replaced); *provided* that Buyer understands and agrees that this Section 6.10 will not require Sellers to enter into any settlement, undertaking or agreement, undertake any obligation, or pay any consideration, in each case, with or to any third party, other than, to the extent required to be paid prior to the Closing, if so requested by Buyer, Sellers paying in cash any such consideration requested by such third party.

6.11 Transfer Orders; Letters in Lieu. Prior to the Closing, the Sellers shall deliver to Buyer completed transfer orders or letters in lieu thereof, directing all purchasers of production to make payment to Buyer of proceeds attributable to Hydrocarbons constituting Acquired Interests effective as of the Closing.

6.12 Taxes.

(a) To the extent not exempt under the Confirmation Order or Section 1146 of the Bankruptcy Code, Buyer shall assume responsibility for, and shall bear and pay, all Transfer Taxes (if any) incurred or imposed with respect to the conveyance of the Acquired Interests to Buyer; *provided* that if any such Transfer Taxes are due prior to the Closing the Sellers shall assume responsibility for, and shall bear and pay such Transfer Taxes. The Party required by applicable Law to file Tax Returns with respect to Transfer Taxes shall prepare and file such Tax Returns or other documents and the non-preparing Party shall cooperate therewith.

(b) The Sellers shall timely file or cause to be timely filed when due all Tax Returns that are required to be filed by or with respect to Fieldwood U.A. on or prior to the Closing Date and all Tax Returns that are required to be filed by the Sellers under applicable Law with respect to the Acquired Interests (including any Tax Returns reporting any Property-Related Taxes and Production Taxes) and, in each case, all such Tax Returns shall be prepared and filed in a manner consistent with past practice. In each case, the Sellers shall remit or cause to be remitted any Taxes shown as due on such Tax Returns. Buyer shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) all other Tax Returns that are required to be filed by or with respect to Fieldwood U.A. and the Acquired Interests after the Closing Date and shall pay any Taxes shown as due on such Tax Returns. The Sellers shall reimburse Buyer for (A) Retained Taxes which are remitted in respect of any Tax Return to be filed by Buyer pursuant to this Section 6.12 or (B) Retained Taxes in respect of any Tax Return to be filed by the Sellers under this Section 6.12(b) which have not been paid by the Sellers and for which a taxing authority seeks payment from Buyer, in each case, up to the amount reserved for such Retained Taxes in determining the Effective Date Cash Obligations Amount, no later than ten (10) days after Buyer's written request therefor.



(c) For purposes of this Agreement, in the case of a Straddle Period, (x) all Property-Related Taxes and any exemptions, allowances and deductions with respect to such Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period, (y) all Production Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based upon the period during which the applicable production occurred, and (z) all other Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period as if such taxable period ended as of the end of the day on the final day of the Pre-Closing Tax Period.

(d) Property-Related Taxes and Production Taxes shall be timely paid, and all applicable filings, reports and returns shall be filed as provided by applicable Law.

(e) All Tax Sharing Agreements between the Sellers and any Affiliates of the Sellers, on the one hand, and Fieldwood U.A., Fieldwood Mexico or any Subsidiary thereof, on the other hand, will terminate as to Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof prior to the Closing Date and Fieldwood U.A., Fieldwood Mexico and such Subsidiary will not have any liability thereunder on or after the Closing Date.

(f) Each Seller, on the one hand, and Buyer, on the other hand, will provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, claiming any refund of Taxes, determining a Liability for Taxes or a right to a refund of Taxes, or conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings and other determinations by Governmental Authorities. Any information obtained under this Section 6.12 shall be kept confidential except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting any audit or other proceeding.

6.13 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, and subject to the Bankruptcy Code and any orders of the Bankruptcy Court, and without limiting any other provision of this Agreement (including Section 6.5(c)), Buyer and the Sellers each agree to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to cause the conditions precedent to Closing set forth in Article VII to be satisfied and to consummate the transactions; *provided* that the Parties understand and agree that the commercially reasonable efforts of any Party shall not be deemed to include, except as expressly set forth in this Agreement, entering into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the transactions contemplated hereby; *provided, further* that this Section 6.13 shall not (a) limit or affect the obligation of any Party to perform any of its other obligations and covenants expressly set forth in this Agreement or (b) require any Party to incur any obligations or pay any fees or amounts to third parties not otherwise required under this Agreement or the Plan.

6.14 Insurance Policies. Effective at or prior to Closing, the Sellers shall cause Buyer to be named as an 'additional insured' with respect to each insurance policy held by the Sellers which provides coverage with respect to any of the Acquired Interests (excluding, for the



avoidance of doubt, any director and officer insurance policies). The Sellers shall maintain such insurance policies in full force and effect until the expiration of their terms, and shall cooperate in good faith with Buyer in connection with any claim made by Buyer under any such policy. The Sellers shall not have any obligation to renew any such insurance policies following the expiration of their terms, and from and after such expiration, Buyer will be solely responsible for maintaining such insurance as Buyer deems reasonable with respect to the Acquired Interests.

6.15 Novation of Hedges. Buyer shall use commercially reasonable efforts to cause the Hedges to be novated to Buyer at Closing, and the Sellers shall reasonably cooperate with Buyer in connection with such novation; *provided* that (a) to the extent that the total volume of production hedged as of the Closing with respect to the Hedges exceeds 45,000 Boepd, Buyer may elect to (but is not required pursuant to this Section 6.15 to) use commercially reasonable efforts to novate such excess (or any portion thereof) to Buyer at Closing; (b) Buyer shall be solely responsible for any credit support or other requirements in connection with such novation; and (c) the Sellers shall not be required to pay any consideration or undertake any obligation in connection with such novation.

6.16 Qualification. Prior to the Closing, Sellers (and their respective officers and employees) will provide commercially reasonable assistance to Buyer with respect to Buyer obtaining such qualifications as are necessary to own and, where applicable, to assume operatorship of, the Acquired Interests in all jurisdictions where the Acquired Interests are located.

6.17 Settlements with Governmental Authorities. From the date hereof until the Closing, none of any Seller nor any of its Affiliates shall make or enter into any material non-ordinary course stipulation, settlement or other agreement with any Governmental Authority (each, a “***Governmental Settlement Agreement***”) that is not in form and substance acceptable to Buyer. The Sellers shall pay all amounts due and payable under any Governmental Settlement Agreement executed by any Seller or any of its Affiliates prior to the Closing.

6.18 Operator Forms. By no later than ten (10) days after the Execution Date, the Sellers shall have sent all applicable Third Persons all designation of operator forms (Form BOEM – 1123) designating Buyer as operator (along with all corresponding OSFR forms) with respect to each Lease or portion thereof as to which any Seller is the designated operator as of the date hereof, and Sellers shall use reasonable best efforts to obtain such executed forms from such Third Persons prior to the Closing.

6.19 [Reserved].

6.20 Bonds and Insurance. To the extent required by applicable state and federal Governmental Authorities (and subject to compliance by the Sellers with their respective covenants under this Agreement) in connection with the transactions contemplated by this Agreement, as of the Closing or promptly thereafter (and in any case within ten (10) Business Days of the Closing) Buyer and/or Buyer 2, as applicable, will have the lease bonds, area-wide bonds and surety bonds or insurance policies set forth on Schedule 6.20, in each case to the extent required by and in accordance with the requirements of such Governmental Authorities.

6.21 [New Equity Interests]. Buyer shall cause (a) the Credit Bid and Release New Equity Interests to be received by the Persons entitled to receipt of such interests pursuant to the Plan on the Effective Date in accordance with the Plan, and (b) the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) to be received on the Effective Date by the Persons entitled to receipt of such interests in accordance with the Plan, the Subscription Rights, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.]<sup>10</sup>

6.22 Employment Agreements. Buyer shall, in good faith, negotiate the terms of an employment agreement (each, an “*Employment Agreement*”) with each of the Seller Employees identified on Schedule 6.22 from and after the date hereof. If terms of an Employment Agreement are mutually agreed between Buyer and a Seller Employee prior to Closing, then at (or immediately following) the Closing Buyer shall enter into an Employment Agreement with each such Seller Employee.

## ARTICLE VII CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent of the Parties. The obligations of the Sellers, Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) no applicable Law shall prohibit the transactions contemplated hereby or the consummation of the Closing and no suit, action or proceeding shall be pending or threatened before any court or arbitration tribunal seeking to enjoin, restrain, prohibit or declare illegal the transactions contemplated by this Agreement;

(b) no injunction, order, decree or judgment that restrains, enjoins or prohibits the transactions contemplated in this Agreement shall be in effect;

(c) any applicable waiting period under the HSR Act relating to the transactions contemplated hereby shall have expired or been terminated;

(d) the Bankruptcy Court shall have entered the Disclosure Statement Order and the Confirmation Order and each such order shall be a Final Order;

(e) each of the conditions precedent to the Effective Date shall have been satisfied (or shall become effective concurrent with the Closing Date hereunder) or waived in accordance therewith; and

(f) (i) the Credit Bid and Release New Equity Interests shall have been, or will be on the Effective Date, received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan and (ii) the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) shall have been, or will be on

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<sup>10</sup> Note to Draft: Subject to review of Equity Rights Offerings procedures/ERO Backstop Agreements/obligations of Buyer to issue equity upon exercise of Subscription Rights.

the Effective Date, received by the Persons entitled to receipt of such interests in accordance with the Plan, the Subscription Rights, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

7.2 Sellers' Conditions Precedent. The obligation of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) the representations and warranties of Buyer and Buyer 2 set forth in this Agreement shall be true and correct, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date), except for those failures to be true and correct that, individually or in the aggregate, would not adversely affect in any material respect the ability of Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement;

(b) Each of Buyer and Buyer 2 shall have performed and fulfilled in all material respects each covenant, agreement and condition required by this Agreement to be performed or fulfilled by Buyer or Buyer 2, as applicable, at or before the Closing;

(c) the Effective Date Cash Obligations Amount shall have been agreed in amounts acceptable to Sellers acting in good faith; and

(d) Each of Buyer and Buyer 2 shall have executed and delivered all documents required to be executed and delivered by Buyer or Buyer 2, as applicable, as set forth in Section 9.2.

The foregoing conditions of this Section 7.2 are for the sole benefit of the Sellers and may be waived by the Sellers, in whole or in part, at any time and from time to time in the sole discretion of the Sellers. The failure by the Sellers at any time to exercise any of their rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

7.3 Buyers' Conditions Precedent. The obligation of Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) (i) each of the Fundamental Representations of each Seller shall be true and correct in all respects, except for *de minimis* inaccuracies, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date), (ii) the representations and warranties of each Seller set forth in each of Section 4.22(a), Section 4.32 and Section 4.33 shall (disregarding any qualifications or exceptions set forth therein relating to Material Adverse Effect or "materiality" or any similar qualification or standard) be true and correct in all material respects, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct in all material respects as of such earlier date), and (iii) all other representations and warranties of each Seller set forth in Article IV

of this Agreement shall (disregarding any qualifications or exceptions set forth therein relating to Material Adverse Effect or “materiality” or any similar qualification or standard) be true and correct, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date) except in the case of this clause (iii), for those failures to be true and correct that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(b) each Seller shall have performed and fulfilled in all material respects each covenant, agreement and condition required by this Agreement to be performed or fulfilled by such Seller at or before the Closing;

(c) each Seller shall have executed and delivered all documents required to be executed and delivered by such Seller as set forth in Section 9.2;

(d) no Default or Event of Default (each as defined in the DIP Credit Agreement) under the DIP Credit Agreement shall have occurred and be continuing;

(e) the Restructuring Support Agreement shall not have been terminated with respect to any party thereto;

(f) the conditions precedent under each of the Backstop Commitment Letters shall have been satisfied or waived;

(g) the Plan confirmed by the Confirmation Order shall be in substantially the same form and substance as the plan filed by the Debtors on [•], at Docket No. [•] in the Bankruptcy Court, as may be amended, modified or supplemented from time to time in accordance with the Restructuring Support Agreement or as otherwise consented to by or on behalf of Buyer;

(h) at least five (5) Business Days prior to the Closing Date, the Bankruptcy Court shall have approved and authorized the assumption and assignment of each material Assigned 365 Contract pursuant to Section 365 of the Bankruptcy Code through entry of an order that shall have become a Final Order and all such material Assigned 365 Contracts shall have been duly assigned to Buyer at or prior to the Closing;

(i) all Assigned 365 Contracts that require novation and are set forth on Schedule 7.3(i) will have been novated to Buyer;

(j) the estimated amount of Allowed Specified Administrative Expense Claims at any time are projected by the Sellers not to exceed the Toggle Amount (as defined in the Plan), or, upon the occurrence of the Toggle Date, such other amount as determined by the Majority Backstop Parties (as defined in the Second Lien Backstop Commitment Letter) in their sole and absolute discretion;

(k) the aggregate Allocated Values of all Acquired Interests treated as Delayed Assets pursuant to Section 2.3(b), Section 2.4 and Section 2.5, together with the aggregate Allocated Values of all Acquired Interests with respect to which a bona fide Preferential Right is validly exercised prior to the Closing, shall not be greater than \$100,000,000;

(l) all Governmental Approvals set forth on **Schedule 7.3(l)** shall have been obtained and delivered to Buyer and such Governmental Approvals shall be in full force and effect;

(m) since the Execution Date, no Material Adverse Effect (or any result, event, occurrence, change, circumstance, consequence or development that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect) shall have occurred;

(n) any agreements between Buyer and the Plan Administrator shall be reasonably acceptable to Buyer;

(o) Buyer shall have obtained all qualifications required to assume operatorship of the Leases operated by a Seller as of immediately prior to the Closing in all jurisdictions where such Leases are located, all of which qualifications shall be in full force and effect;

(p) the Sellers shall have delivered to Buyer a fully executed copy of the Fourth Amendment to Office Sublease;

(q) the Effective Date Cash Obligations Amount shall have been agreed in amounts acceptable to Buyer acting in good faith; and

(r) the Sellers shall have delivered to Buyer a duly executed letter agreement, or the Bankruptcy Court shall have entered an order which shall have become a Final Order, in each case in a form reasonably acceptable to Buyer, providing that Buyer is not a “successor” or “assign” of Sellers under the NPA.

The foregoing conditions of this Section 7.3 are for the sole benefit of Buyer and Buyer 2 and may be waived by Buyer or Buyer 2, as applicable, in whole or in part, at any time and from time to time in the sole discretion of Buyer and Buyer 2. The failure by Buyer or Buyer 2 at any time to exercise any of its rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

## **ARTICLE VIII RIGHT OF TERMINATION AND ABANDONMENT**

8.1 Termination. This Agreement may be terminated by written notice at any time before the Closing:

(a) by mutual written consent of the Sellers and Buyer;

(b) by the Sellers, on one hand, or by Buyer, on the other hand:

(i) if the Closing shall not have been consummated on or before July 31, 2021 (as such date may be extended by mutual written agreement of the Parties, the “**End Date**”); *provided* that the right to terminate this Agreement pursuant to this Section 8.1(b)(i) shall not be available to any Party (A) who is then in material breach of any of its material agreements, covenants, representations or warranties contained herein or (B)

whose breach of any provision of this Agreement is the proximate cause of the failure of the Closing to be consummated before the End Date;

(ii) if there shall be any applicable Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if consummation of such transactions would violate any Final Order of any Governmental Authority having competent jurisdiction;

(iii) for any reason, Buyer is unable, pursuant to Section 363(k) or Section 1123(a) of the Bankruptcy Code, to credit bid in payment of all or any portion of the Consideration as set forth in Section 2.1 (other than the Assumed Liabilities);

(iv) the Bankruptcy Court shall have entered an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases; or

(v) any of the Sellers shall have entered into any agreement with respect to any Alternative Transaction (consistent with the fiduciary duties of the officers and directors of the Sellers) or if the Bankruptcy Court shall have approved any such Alternative Transaction;

(c) by Buyer if:

(i) the Sellers shall have breached any of their representations and warranties, or shall have failed to perform or comply with any of their covenants and agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in the Sellers being unable to satisfy a condition set forth in Section 7.3 and (B) is not cured within ten (10) Business Days after Buyer notifies the Sellers of such breach or failure to perform or comply in writing; *provided*, that Buyer shall not have a right of termination pursuant to this Section 8.1(c)(i) if Buyer is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) any of the Sellers, without the prior consent of Buyer, enter into a definitive agreement with respect to the sale of any material Acquired Interests (excluding sales of Hydrocarbons in the ordinary course of business) or any interest in any of the Leases;

(iii) the Confirmation Order shall not have been entered by the Confirmation Outside Date;

(iv) the Restructuring Support Agreement shall have been terminated with respect to any party thereto; *provided*, that the right to terminate this Agreement pursuant to this Section 8.1(c)(iv) shall not be available to Buyer if any Consenting Creditor's breach of any provision of the Restructuring Support Agreement is the proximate cause of the termination of the Restructuring Support Agreement;



(v) any Event of Default (as defined in the DIP Facility Credit Agreement) under the DIP Facility Credit Agreement shall have occurred and be continuing;

(vi) the Equity Rights Offerings are not consummated;

(vii) the Disclosure Statement Order or the Confirmation Order shall have been stayed, vacated, reversed or materially modified or amended by the Bankruptcy Court or another court of competent jurisdiction at any time without the prior written consent of Buyer; or

(viii) any Seller seeks to have the Bankruptcy Court enter an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases, or if a trustee in the Bankruptcy Cases or a responsible officer or an examiner with enlarged powers is appointed (other than a fee examiner) relating to the operation of the Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code, or such an order of dismissal, conversion or appointment is entered; and

(d) by the Sellers if:

(i) Buyer or Buyer 2 shall have breached any of its representations and warranties, or shall have failed to perform or comply with any of its covenants and agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in Buyer or Buyer 2, as applicable, being unable to satisfy a condition set forth in Section 7.2 and (B) is not be cured within ten (10) Business Days after the Sellers notify Buyer of such breach or failure to perform or comply in writing; *provided*, that the Sellers shall not have a right of termination pursuant to this Section 8.1(d)(i) if any Seller is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) Any of the Backstop Commitment Letters is terminated and Buyer has not, within thirty (30) days following the termination of such Backstop Commitment Letter, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to that provided by such Backstop Commitment Letter (as of the date hereof) and otherwise in form and substance reasonably acceptable to Sellers; or

(iii) the Equity Rights Offerings are not consummated and Buyer has not, within thirty (30) days following the failure of the Equity Rights Offerings to be consummated, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to the amount that would have been provided by the Equity Rights Offerings and otherwise in form and substance reasonably acceptable to Sellers.

Each termination trigger set forth in this Section 8.1, pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such termination trigger. If more than one of the termination triggers set forth in this Section 8.1 are applicable, the applicable

Party shall have the right to choose the termination trigger pursuant to which this Agreement is to be terminated. Any Party desiring to terminate this Agreement pursuant to this Section 8.1 shall give written notice of such termination to the other Party.

8.2 Remedies. In the event of termination of this Agreement by Buyer or the Sellers pursuant to this Article VIII, this Agreement shall become null and void and have no effect and all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party except the provisions of this Section 8.2, Section 12.1, Section 12.8 and Annex I (and, to the extent applicable to the interpretation or enforcement of such provisions, Article XII) shall expressly survive the termination of this Agreement.

8.3 Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event any provisions of this Agreement were not performed in accordance with the terms hereof (including failing to take such actions as are required hereunder in order to consummate the transactions contemplated hereby) or were otherwise breached and that the Parties shall be entitled to injunctive relief, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the performance of the provisions hereof. Any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction. The rights set forth in this Section 8.3 shall, subject to Section 8.2, be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

## ARTICLE IX CLOSING

9.1 Date of Closing. Subject to satisfaction (or waiver by the required Party) of the conditions to Closing set forth in Article VII (other than those conditions that by their nature cannot be satisfied until the time of Closing, but subject to the satisfaction (or waiver by the requisite Party) of those conditions), the Closing shall occur on the Effective Date (the “**Closing Date**”). Notwithstanding the foregoing, the parties hereto may agree in writing to such other date or time for Closing to take place and such other date or time shall be the “**Closing Date**” as such term is defined herein. The Closing shall take place through electronic means of communication on the Closing Date.

9.2 Closing Obligations. At Closing, the Parties (as applicable) shall take, or cause to be taken, the following actions, each being a condition precedent to the others and each being deemed to have occurred simultaneously with the others:

(a) The Sellers and Buyer shall deliver to one another duly executed counterpart signature pages to each Transfer Document to which they are a party, in sufficient numbers of duly executed and acknowledged original counterparts to facilitate, to the extent appropriate, recording in all relevant jurisdictions;

(b) The Sellers shall deliver to Buyer the JV Assignment Agreements duly executed by the applicable Sellers;

(c) Buyer and Buyer 2 shall deliver a duly executed counterpart to the Release Document;

(d) The Sellers shall deliver to Buyer a certificate, dated and effective as of the Closing Date, executed by an authorized officer of each Seller, certifying to Buyer that, on the Closing Date, the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied;

(e) Buyer shall deliver to the Sellers a certificate, dated and effective as of the Closing Date, executed by an authorized officer of each of Buyer and Buyer 2, certifying to the Sellers that, on the Closing Date, the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied;

(f) Each Seller shall deliver to Buyer a statement that satisfies the requirements of Treas. Reg. §1.1445-2(b)(2), certifying that such Seller is not a foreign person within the meaning of Section 1445(f)(3) or Section 1446(f)(2) of the Code;

(g) Fieldwood and Buyer shall deliver to one another duly executed signature pages to the Funding Agreement;

(h) Buyer shall deliver by wire transfer of immediately available funds an amount in cash equal to the Cash Portion, to one or more accounts designated by the Sellers (which shall be designated by the Sellers at least two (2) days prior to Closing);

(i) Sellers shall pay the Cure Costs out of the Closing Cash Amount and/or the Cash Portion in accordance with an order of the Bankruptcy Court; and

(j) Buyer shall deliver to Fieldwood the GUC Warrants and the SLTL Warrants for distribution by Fieldwood pursuant to the Plan.

## **ARTICLE X POST-CLOSING OBLIGATIONS AND COVENANTS**

10.1 Field Data and Records. Within ten (10) Business Days after the Closing, pursuant to Buyer's reasonable instructions, the Sellers shall deliver to Buyer any Field Data or Records that are not maintained in the Office Assets. Buyer shall be entitled to all original Field Data and Records. Within ten (10) Business Days after the Closing, the Sellers may make and retain, at the Sellers' expense, copies of any Field Data and Records (except to the extent prohibited by Contract where Buyer obtains the originals thereof).

### 10.2 Suspense Funds; Prepaid JOA Funds.

(a) To the extent that as of Closing, any Seller holds Suspense Funds or Undisbursed Revenue relating to the Acquired Interests (excluding Prepaid JOA Funds) the Sellers shall deliver to Buyer at Closing such Suspense Funds and Undisbursed Revenue and an accounting of such Suspense Funds and Undisbursed Revenue and Buyer shall from and after such time be responsible for the application of such Suspense Funds and Undisbursed Revenue under the applicable operating or other agreement governing the application of such Suspense Funds and Undisbursed Revenue. The Sellers shall remain liable, and shall be solely responsible, for (i) the

disbursement of all funds owed to Persons (including any Suspense Funds) that are not paid or disbursed to Buyer at Closing and (ii) all Liabilities with respect to any misapplication of any Suspense Funds (or any escheat or other Laws related thereto) as to any period of time at or before the Closing Date; such Liabilities and responsibilities shall be considered Retained Liabilities.

(b) To the extent that as of Closing, any Seller holds funds received by the Sellers (in their capacity as operator of any Acquired Interests) on account of working interest owners in the Acquired Interests as prepayments for items under operating or other agreements (“**Prepaid JOA Funds**”), the Sellers shall deliver to Buyer at Closing such Prepaid JOA Funds and an accounting of each of such prepayments and Buyer shall from and after Closing be responsible for the application of such Prepaid JOA Funds under the applicable operating or other agreement pursuant to which such Prepaid JOA Funds were collected. The Sellers shall remain liable, and shall be solely responsible, for (i) the disbursement of all funds owed to Persons (including any Prepaid JOA Funds) that are not paid or disbursed to Buyer at Closing and (ii) all Liabilities with respect to any misapplication of Prepaid JOA Funds (or any escheat or other Laws related thereto) as to any period of time at or before the Closing Date; such Liabilities and responsibilities shall be considered Retained Liabilities.

### 10.3 Post-Closing Asset Reconciliation.

(a) After the Closing Date, Buyer and the Sellers shall execute and deliver, or shall cause to be executed and delivered, from time to time such further instruments of conveyance and transfer, and shall take such other actions as Buyer or the Sellers may reasonably request, to convey and deliver the Acquired Interests to Buyer, to perfect Buyer’s title thereto and to accomplish the orderly transfer of the Acquired Interests to Buyer.

(b) In the event that at any time, or from time to time following the Closing Date, any (i) Acquired Interest is found to have been retained by the Sellers or any of their Affiliates (each a “**Non-Transferred Asset**”), then the Sellers shall transfer, or shall cause such Affiliate to transfer, with any necessary prior consent from any Third Person or Governmental Authority, such Non-Transferred Asset to Buyer as soon as practicable, or an Affiliate thereof as designated by Buyer, and to forward or remit to Buyer, or an Affiliate thereof as designated by Buyer, any payments actually received by the Sellers on account of any such Non-Transferred Asset from the Closing until the time such Non-Transferred Asset is transferred to Buyer; *provided*, that Buyer shall pay to the Sellers the amount of any expenses or payables actually paid by the Sellers on account of any such Non-Transferred Asset from the Closing until the time such Non-Transferred Asset is transferred to Buyer (which may be netted by the Sellers against amounts received on account of such Non-Transferred Asset). Prior to any such transfer, the Sellers shall hold such Non-Transferred Asset in trust for Buyer.

(c) In the event of a transfer pursuant to clause (b) of this Section 10.3, Buyer or an Affiliate thereof and the Sellers or an Affiliate thereof shall execute and deliver, or cause to be executed and delivered, to the other Party as soon as practicable any conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be necessary or appropriate to fully and effectively transfer, assign and convey unto Buyer or an Affiliate thereof, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer or an Affiliate thereof, and to otherwise

make effective the transactions contemplated hereby, and to confirm Buyer's (or its Affiliate's) title to or interest in and to such Non-Transferred Asset, and to put Buyer or its Affiliate in actual possession and operating control thereof.

(d) For the avoidance of doubt, this Section 10.3 does not apply to any Delayed Assets retained by a Seller at the Closing.

#### 10.4 Assignments; Operatorship.

(a) Other than with respect to Governmental Approvals (which are addressed by Section 2.4), the Sellers will prepare and execute, and Buyer will execute, at or before the Closing, all documentation necessary to convey to Buyer the Acquired Interests granted by a Governmental Authority (except any such documentation that is customarily completed post-Closing) in the form as prescribed by the applicable Governmental Authority and otherwise reasonably acceptable to Buyer and the Sellers.

(b) At the Closing, each Seller shall, as applicable, deliver to Buyer a resignation as operator of (and, as applicable, designated applicant under OSFR for) all Field Assets as to which such Seller served as operator (or, as applicable, designated applicant under OSFR) immediately before the Closing Date. With respect to those Field Assets as to which a Seller controls the selection of the successor operator (or, as applicable, the designated applicant under OSFR), such Seller shall at the Closing deliver to Buyer (and any pertinent Third Person) a written notification designating Buyer as the successor operator of (or, as applicable, the successor designated applicable under OSFR for) such Field Assets effective as of the Closing Date. With respect to any Field Assets as to which the Sellers do not control the selection of the successor operator (or, as applicable, the designated applicant under OSFR), the Sellers will cast their votes at or before Closing, and will use commercially reasonable efforts to obtain before, or promptly following, Closing the votes of the other owners of Working Interests in such Field Assets, in each case in favor of the designation of Buyer as successor operator of (and, as applicable, the designated applicant under OSFR for) such Field Assets effective as of the Closing Date. Within five (5) days after the later of the Closing Date or the date on which Buyer is named successor operator under the terms of the applicable Contract, the Sellers and Buyer shall make all necessary filings, including any BOEM designation of operator forms and designated applicant OSFR form designations, and take all other actions necessary to cause the resignation of the applicable Sellers as operator of (and, as applicable, the designated applicant under OSFR for), and the designation of Buyer as the successor operator of (and, as applicable, the designated applicant under OSFR for), such Field Assets to be recognized and, if required, approved by all relevant Governmental Authorities. In each case, the Sellers shall use commercially reasonable efforts to assist Buyer in assuming the timely operation and management of the Field Assets. Each of the Sellers' covenants in this Section 10.4(b) is subject to the accuracy at Closing of Buyer's representations in Section 5.9. Each of Buyer's covenants in this Section 10.4(b) is subject to Buyer's receipt from the Sellers and Third Persons of all such required designations and forms. For the avoidance of doubt, "Field Assets" does not include any Lease, Subject Unit, Easement or Well with respect to which no right, title or interest is included in the Acquired Interests.

(c) With respect to each Field Asset operated by the Sellers as of the Closing, the Sellers, with the continued assistance of Buyer, shall use commercially reasonable efforts to

cause each joint owner, record title interest owner and applicable operating rights interest owner in such Field Asset to execute and deliver such instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable Laws, Leases, Easements and Contracts, Buyer as operator of (and, as applicable, the designated applicant under OSFR for) such Field Asset as promptly as practicable following the Closing.

(d) Each Party agrees that the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and OSFR form designation and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable Law, Leases, Easements and Contracts Buyer as operator (and, as applicable, the designated applicant under OSFR for) of the Field Assets will be made prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger.

10.5 Confidentiality. Following the Closing, the Sellers agree not to, and to cause their respective Affiliates and Representatives not to, use or disclose any confidential or non-public information concerning the Acquired Interests or the business affairs of Buyer and its Affiliates, including as it relates to the Acquired Interests, or the Assumed Liabilities (“**Confidential Information**”) except disclosure of Confidential Information that (a) is lawfully obtained after Closing from a source that, to the Knowledge of the Sellers, was not under an obligation of confidentiality to Buyer with respect to such information, (b) is disclosed or becomes available to the public without any breach by the Sellers of the terms of this Section 10.5, (c) is or may be necessary to wind down any of the Sellers’ bankruptcy estates, or in connection with the enforcement of the rights of, or the defense of any Claim against or involving, any Seller provided that, in each case, the Confidential Information is afforded confidential treatment, (d) to the extent it relates to any Excluded Assets or (e) is or may be necessary in connection with the Bankruptcy Cases provided that the Confidential Information is afforded confidential treatment. Notwithstanding the foregoing, a Seller may disclose Confidential Information if such Seller believes (after consultation with counsel) it is legally required to make such disclosure in order to comply with Laws or legal, judicial or administrative process (including in connection with the Bankruptcy Cases). If a Seller or any of its Representatives becomes required (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or it becomes necessary in connection with the Bankruptcy Cases to disclose any of the Confidential Information, such Seller or Representative shall use reasonable efforts to provide Buyer with prompt notice, to the extent allowed by Law, of such requirement, and, to the extent reasonably practicable, cooperate with Buyer to obtain a protective order or similar remedy to cause such information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege; *provided*, that, in the event that such protective order or other similar remedy is not obtained, such Seller shall, or shall cause such Representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause its Representative (as applicable) to, exercise its commercially reasonable efforts, at Buyer’s expense, to obtain assurance that confidential treatment will be accorded such disclosed information.



10.6 Seller Marks License. Each Seller hereby grants to Buyer and its Affiliates a limited, non-exclusive, royalty-free, worldwide license, effective as of the Closing Date and terminating one (1) year thereafter, to use the Seller Marks solely (a) in connection with the Acquired Interests in the same manner, and with the same standards of quality, as used by the Sellers immediately prior to Closing or (b) as necessary to wind down the use of, and transition away from the use of, the Seller Marks. Buyer and its Affiliates shall use their respective commercially reasonable efforts to wind down the use of, and transition away from the use of, the Seller Marks reasonably promptly after the Closing Date.

10.7 Power of Attorney. Each Seller hereby constitutes and appoints, effective as of the Closing Date, Buyer and its successors and assigns as the true and lawful attorney of such Seller with full power of substitution in the name of Buyer, or in the name of such Seller but for the benefit of Buyer, (a) to collect for the account of Buyer any items of Acquired Interests and (b) to institute and prosecute all proceedings which Buyer may in its sole discretion deem proper in order to assert or enforce any right, title or interest in, to or under the Acquired Interests, and to defend or compromise any and all actions, suits or proceedings in respect of the Acquired Interests. Buyer shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof.

10.8 No Successor Liability. The Parties intend that, upon the Closing, Buyer shall not be deemed to: (a) be the successor of, or related person, successor in interest or successor employer (as described under any applicable Law) to, any Seller or any of its Affiliates, predecessors, successors or assigns, including, with respect to any Employee Plans, other than the Assumed Employee Plans to the extent set forth in Section 6.8; (b) have, de facto or otherwise merged into any Seller or any of its Affiliates, predecessors, successors or assigns; (c) be a mere continuation or substantial continuation of any Seller or any of its Affiliates, predecessors, successors or assigns or the enterprise(s) of any Seller or any of its Affiliates, predecessors, successors or assigns; or (d) other than as expressly set forth in this Agreement, be liable for any acts or omissions of any Seller or any of its Affiliates, predecessors, successors or assigns in the current or former conduct of the business of the Sellers relating to the Acquired Interests or arising under or related to the Acquired Interests. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that Buyer shall not be liable for any Encumbrances (except Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) against any Seller or any of its Affiliates, predecessors, successors or assigns, and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, or whether fixed or contingent, whether now existing or hereafter arising, with respect to the Acquired Interests or any Liabilities of the Sellers arising prior to or after the Closing Date other than the Assumed Liabilities and Permitted Encumbrances (except for the Fieldwood U.A. interests and the JV Interests, which shall not have any Permitted Encumbrances). The Parties agree that the provisions substantially in the form of this Section 10.8 shall be reflected in the Confirmation Order.

10.9 Access to Records.

(a) On and after the Closing Date, each Seller will, and will cause its Affiliates, successors and assigns and Representatives to, afford promptly to Buyer and its agents reasonable access to its books of account, financial and other records (including accountant's work papers),

information, employees and auditors to the extent necessary or useful for Buyer in connection with any audit, investigation, dispute or litigation or any other reasonable business purpose relating to the Acquired Interests or the Assumed Liabilities; *provided* that any such access by Buyer shall not unreasonably interfere with the conduct of the business of such Seller.

(b) Buyer agrees that, following the Closing, and subject to applicable Law and any confidentiality restrictions to third parties, and except as may be necessary to protect any applicable legal privilege, it shall (and shall cause its Subsidiaries to) give to the Sellers and their Representatives reasonable access during normal business hours to the Records pertaining to any and all periods prior to and including the Closing Date, to the extent useful or necessary for the Sellers in connection with any audit, investigation, dispute or litigation relating to the Seller's prior ownership of the Acquired Interests or the Assumed Liabilities, as the Sellers and their Representatives may reasonably request; *provided* that any such access by the Sellers shall not unreasonably interfere with the conduct of business of Buyer.

10.10 Payment of Assumed Liabilities. If, from and after the Closing Date, any Seller or their respective Affiliates receives an invoice from a third party for payment of amounts that constitute Assumed Liabilities, such Seller may deliver such invoice to Buyer for payment and Buyer shall pay such invoice promptly and in any event within thirty (30) days of Buyer's receipt of such invoice from such Seller; *provided*, that for the avoidance of doubt, that if any such invoice covers amounts that are not Assumed Liabilities, as well as amounts that are Assumed Liabilities, Buyer shall only be required by this Section 10.10 to pay that portion of the amounts invoiced that constitute Assumed Liabilities.

10.11 Payment of Retained Liabilities. If, from and after the Closing Date, Buyer or its Affiliates receives an invoice from a third party for payment of amounts that constitute Retained Liabilities, Buyer may deliver such invoice to the Sellers for payment and the Sellers shall pay such invoice promptly and in any event within thirty (30) days of the Sellers' receipt of such invoice from Buyer; *provided*, that (a) for the avoidance of doubt, that if any such invoice covers amounts that are not Retained Liabilities, as well as amounts that are Retained Liabilities, the Sellers shall only be required by this Section 10.11 to pay that portion of the amounts invoiced that constitute Retained Liabilities, (b) Sellers will not be required to pay any such Retained Liability to the extent such Retained Liability has been satisfied, compromised, settled, released or discharged pursuant to the Plan and the Confirmation Order or is otherwise subject to a different specified treatment pursuant to the Plan and (c) this Section 10.11 will not limit Sellers' right to exercise or pursue any counterclaim, right to setoff or other defense of Sellers with respect to such Retained Liability.

10.12 Accounts Receivables.

(a) On the Closing Date, Fieldwood shall deliver to Buyer a statement setting forth the names of the obligor and the amount of each Closing Accounts Receivable (or amounts as known as of the Closing) (as such statement may be modified or supplemented from time to time within ninety (90) days after the Closing Date by written notice of Fieldwood to Buyer, the "**Closing Accounts Receivables Statement**").

(b) From and after the Closing until the date that is 365 days following the Closing (the “**AR Collections Period**”), if Buyer so requests, Fieldwood shall collect the Closing Accounts Receivable for the benefit of Buyer and Fieldwood shall use the same level of efforts in the collection of the Closing Accounts Receivable that Fieldwood uses in the collection of its own accounts receivables; *provided* that (i) Fieldwood may settle any Closing Accounts Receivable by setoff (each such setoff, an “**Accounts Receivable Setoff**”) of any amounts owed by the obligor thereunder against any amount that Fieldwood or any of its Subsidiaries owes to such obligor, to the extent (A) such Accounts Receivable Setoff is permitted under applicable Law and (B) Fieldwood delivers to Buyer (as set forth in Section 10.12(c)) an amount in cash equal to the amount of such Closing Accounts Receivable actually collected by such Accounts Receivable Setoff, (ii) Fieldwood must obtain the prior written consent of Buyer to settle (whether in cash or by way of an Accounts Receivable Setoff) any Closing Accounts Receivable for an amount less than the applicable amount set forth on the Closing Accounts Receivables Statement, (iii) without limiting Fieldwood’s other obligations in this Agreement neither Fieldwood nor any of its Subsidiaries shall be required to incur any out-of-pocket expenses or admit or consent to any liability or obligation in connection with the collection of any Closing Accounts Receivable and (iv) Fieldwood shall not have any obligation to commence any litigation or other legal proceeding in connection with the collection of any Closing Accounts Receivable. Each Party acknowledges that Fieldwood is making efforts to collect the Closing Accounts Receivable hereunder solely pursuant to a contractual relationship on an arm’s length basis and that the Parties do not intend that Fieldwood act or be responsible as a fiduciary to Buyer, any holders of Claims or any other Person, and expressly disclaim any such fiduciary relationship, whether between or among Buyer, on the one hand, and Fieldwood or any Seller, on the other hand. Buyer acknowledges that Fieldwood’s obligations pursuant to this Section 10.12 (including Fieldwood Energy I’s obligations under Section 10.12(e)) will be undertaken by Buyer pursuant to and in accordance with the TSA. Fieldwood shall be liable to Buyer (as set forth in Section 10.12(c)) for any Closing Accounts Receivable actually collected by Fieldwood (including as set off by Accounts Receivable Setoff) pursuant to this Section 10.12, and shall indemnify Buyer on a dollar-for-dollar basis for any Closing Accounts Receivable that are actually collected by Fieldwood (including as set off by Accounts Receivable Setoff) but not paid to Buyer pursuant to Section 10.12(c). In the case of an Accounts Receivable Setoff, the date of such Accounts Receivable Setoff shall be the earlier of (i) the date notice of such Accounts Receivable Setoff is delivered to Buyer pursuant to this Section 10.12(b) and (ii) the date such Accounts Receivable Setoff is reflected on the books of Fieldwood or any of its Subsidiaries.

(c) Prior to the tenth (10th) calendar day following the end of each calendar month occurring after the Closing Date and through the month in which the end of the AR Collections Period occurs, Fieldwood shall promptly deliver the amount of any and all cash collected in respect of Closing Accounts Receivables and the amount of any and all Accounts Receivable Setoffs (collectively, the “**Accounts Receivable Collections**”) to Buyer, together with a statement setting forth the aggregate amount of all the Accounts Receivable Collections.

(d) On the date that is fifteen (15) calendar days after the end of the month in which the AR Collections Period ends, Fieldwood shall (i) deliver to Buyer a statement setting forth (A) the names of the obligor and amount of each Closing Accounts Receivable that remains uncollected, whether by cash or setoff (collectively, the “**Remaining Accounts**”); and (B) the aggregate amount of all of the Remaining Accounts receivables; and (ii) from and after the AR

Collections Period, Fieldwood shall have no further obligation under this Section 10.12 to make efforts to collect the Remaining Accounts; *provided, however*, for the avoidance of doubt, if Buyer so requests, Fieldwood or its Subsidiaries may elect to collect any of the Remaining Accounts after the expiration of the AR Collections Period, and if Fieldwood so elects, Fieldwood shall pay such amounts over to Buyer, and Fieldwood shall be liable to Buyer for, and shall indemnify Buyer on a dollar-for-dollar basis for, any Remaining Accounts actually collected by Fieldwood pursuant to this Section 10.12.

(e) Each of the Sellers and Buyer acknowledges and agrees that in connection with, and from and after, the consummation of the Divisive Merger, Fieldwood's obligations and liabilities (including indemnification obligations) under this Section 10.12 will vest in and be allocated to Fieldwood Energy I (in the case of Closing Accounts Receivable attributable to the FWE I Assets) or Fieldwood Energy III (in the case of Closing Accounts Receivable other than those attributable to the FWE I Assets).

#### 10.13 Directors' and Officers' Indemnification.

(a) Buyer shall indemnify, defend and hold harmless (i) each individual Person who is, as of the Closing Date, a director, officer or manager of any Seller, and (ii) Matt McCarroll with respect to his service, prior to the Closing Date, as a director, officer or manager (as applicable) of the Sellers (the "***D&O Indemnified Parties***"), against any and all Losses (including, for the avoidance of doubt, reasonable attorneys' fees, costs and other out-of-pocket expenses) arising out of or relating to any threatened or actual Claim based in whole or in part on, or arising out of or relating in whole or in part to, the fact that such individual Person is or was a director, officer or manager of one or more of the Sellers whether based upon, arising out of or relating to any act or omission actually or allegedly committed or attempted at or prior to the Closing Date and whether asserted or claimed prior to, or at or after, the Closing Date, including all Claims based in whole or in part on, or arising in whole or in part out of, or relating to this Agreement or the transactions contemplated hereby, in each case to the full extent a Seller would be permitted under applicable Law to indemnify its own directors, officers or managers (including payment of expenses in advance of the final disposition of any such action or proceeding to each D&O Indemnified Party), but only to the extent that such Losses would be indemnifiable by the Sellers pursuant to the terms of (x) the organizational documents of the Sellers or (y) any indemnification agreement between one or more Sellers, on the one hand, and the D&O Indemnified Party(ies) seeking indemnification from Buyer pursuant to this Section 10.13(a), on the other hand, set forth on Schedule 10.13(a), in each case, as such organizational documents or agreements existed on the Petition Date (the "***Existing D&O Indemnification Terms***"); *provided, however*, that Buyer's obligation to indemnify and hold harmless the D&O Indemnified Parties pursuant to this Section 10.13(a) with respect to Losses associated with any Claim shall be reduced by the amount of any recovery actually received by the applicable D&O Indemnified Party(ies) under the Tail Policy with respect to such Claim (the "***D&O Indemnified Liabilities***"). A D&O Indemnified Party shall not be entitled to make a claim against Buyer for indemnification pursuant to this Section 10.13(a) with respect to an underlying Claim unless and until such D&O Indemnified Party has made a claim against the Tail Policy with respect to such Claim and received a determination of coverage available under the Tail Policy with respect thereto.

(b) Buyer acknowledges that certain D&O Indemnified Parties may have rights to indemnification, advancement of expenses and/or insurance provided by the Sellers, but excluding, for purposes of the definition of “Indemnitors”, the Tail Policy and the insurance providers with respect thereto (collectively, the “***Indemnitors***”). Buyer hereby agrees that as between Buyer and Sellers (i) the Tail Policy and the insurance providers with respect thereto are the indemnitors of first resort with respect to indemnity obligations to the D&O Indemnified Parties, (ii) Buyer’s indemnity obligations to the D&O Indemnified Parties apply only once coverage under the Tail Policy has been exhausted upon either payment of the Tail Policy’s limits of liability or a determination by the insurance providers thereof that coverage is unavailable with respect to a particular Loss, (iii) the Indemnitors’ indemnity obligations to the D&O Indemnified Parties are secondary to Buyer’s indemnity obligations to the D&O Indemnified Parties, (iv) Buyer shall be required to advance the full amount of expenses incurred by any D&O Indemnified Party and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, without regard to any rights the D&O Indemnified Party may have against the Indemnitors, but only to the extent that such expenses would be advanced, and such expenses, judgments, penalties, fines and amounts paid in settlement would be payable, in each case pursuant to the Existing D&O Indemnification Terms and (v) Buyer irrevocably waives, relinquishes and releases the Indemnitors from any and all claims against the Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof in respect of the matters set forth in this Section 10.13(b). Buyer further agrees that no advancement or payment by an Indemnitor on behalf of a D&O Indemnified Party with respect to any claim for which a D&O Indemnified Party has sought indemnification from Buyer shall affect the foregoing and the applicable Indemnitor shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the D&O Indemnified Party against Buyer. Buyer and the D&O Indemnified Parties agree that the Indemnitors are express third party beneficiaries of the terms of this Section 10.13.

(c) Without limiting Section 10.13(a), in the event a Claim is brought against any D&O Indemnified Party (whether arising before or after the Closing Date), nothing in this Section 10.13 shall limit the D&O Indemnified Party’s(ies’) right, to the extent provided pursuant to the Existing D&O Indemnification Terms, to retain counsel satisfactory to him or her (and Buyer shall (to the extent such coverage would be available pursuant to the Existing D&O Indemnification Terms) pay the fees and expenses of such counsel (to the extent such fees and expenses constitute D&O Indemnified Liabilities) for the D&O Indemnified Party promptly as statements therefor are received), *provided* that, to the extent the D&O Indemnified Party(ies) would retain control of any such defense pursuant to the Existing D&O Indemnification Terms, the D&O Indemnified Party(ies) shall retain control of any such defense.

(d) In the event that Buyer or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger; or (ii) sells, transfers or conveys to any Person or Persons acting in concert all or substantially all of its properties and assets, or ownership of a majority of equity representing the right to control the management of Buyer, then, and in each such case, Buyer shall cause proper provision to be made so that the successors and assigns of Buyer shall assume all of the obligations of Buyer set forth in this Section 10.13.



(e) Each manager that is included in the D&O Indemnified Parties is identified on Schedule 10.13(e).

10.14 Rights of Use. The Parties recognize that, under current BSEE policy, BSEE will recognize only a single entity as the holder of a right of use and easement (each, a “**RUE**”). The Parties agree that RUE No. OCS-G 30329 covering the South Marsh Island 132 Platform B (Complex ID 21982) shall be held by Fieldwood Energy I (upon completion of the anticipated Divisive Merger) on behalf of both itself and Buyer; the Parties agree that, as a contractual matter between themselves, Fieldwood Energy I and Buyer shall each own a one-half interest in such platform and shall each be responsible for one half of the costs and obligations (for operating, decommissioning and otherwise) relating to such platform. The Sellers and Buyer will use commercially reasonable efforts to obtain, to the extent required by BSEE, replacement Right of Use Agreements with respect to each Right of Use Agreement listed on Schedule 10.14 at, or as promptly as practicable following, the Closing. The rights of the Sellers and Buyer to use, and the obligations with respect to, any RUE listed in **Part 1** of Schedule 10.14 shall be governed by the terms of the joint operation agreements from the Lease(s) associated with such RUE.

10.15 Post-Closing Agreements. On the date of the consummation of the transactions contemplated by the Divisive Merger, each Seller shall, and shall cause its applicable Affiliates to, and Buyer shall, deliver counterparts to the TSA, the SEMS Bridging Agreement, the ST 308 Performance Bond, the Farmout Agreement, and each of the Joint Operating Agreement Amendments.

10.16 Effective Date Payments. On the Effective Date, the Sellers will pay, or cause to be paid, each of the Effective Date Cash Obligations that is to be paid on the Effective Date pursuant to the Plan to the applicable payees thereof.

## ARTICLE XI ASSUMPTION AND RETENTION OF LIABILITIES

11.1 Buyer’s Assumption of Liabilities. Subject to the terms of this Agreement, if the Closing occurs, Buyer shall be deemed to have assumed (and shall pay, perform and discharge) the following Liabilities of the Sellers, as of the Closing (collectively, the “**Assumed Liabilities**”):

(a) all Liabilities to the extent arising out of the Leases and the Assigned Contracts that are Acquired Interests, but, as to such Leases and such Assigned Contracts that constitute Other Assets, only to the extent that such Liabilities arise after the Closing;

(b) all Liabilities to the extent arising out of the ownership, operation, use or environmental condition of the Acquired Interests (other than the Leases and Assigned Contracts), but, as to the Other Assets that are Acquired Interests, only to the extent that the acts, omissions, events or conditions giving rise thereto first arise, occur or come into existence after the Closing;

(c) all Liabilities to assess, remediate, remove, transport or dispose as required under Environmental Law any Environmental Contaminants present as of the Closing at the Acquired Interests;



(d) all Liabilities (whether arising before, at or after the Closing) to the extent arising out of the plugging, abandonment and decommissioning of, and all related salvage, site clearance and surface restoration activities for, any Field Assets that are Acquired Interests to the extent required under applicable Law or the terms of the applicable Leases, but, as to such Field Assets that constitute Other Assets, excluding any monetary fines and penalties to the extent that such monetary fines and penalties arise from or relate to facts or conditions existing or occurring at or before the Closing;

(e) all Liabilities to the extent arising out of any Imbalances attributable to the Acquired Interests;

(f) all Liabilities to the extent arising out of any Suspense Funds delivered to Buyer at the Closing but excluding Liabilities with respect to misapplication of any Suspense Funds (or any escheat or other Laws related thereto) before the Closing;

(g) all Liabilities to the extent arising out of any Prepaid JOA Funds or Undisbursed Revenue, in each case, that is delivered to Buyer at the Closing but excluding Liabilities with respect to misapplication of Prepaid JOA Funds or Undisbursed Revenue (or any escheat or other Laws related thereto) before the Closing;

(h) all Liabilities assumed by Buyer pursuant to Section 6.8;

(i) all Liabilities for Taxes attributable to the Acquired Interests other than the Retained Taxes;

(j) all Liabilities relating to (i) any Seller Employee who becomes a Transferred Employee, that arise at, before or after the Closing, in each case unless such claim is (A) discharged under the Plan or (B) covered by insurance and (ii) any Employee Severance that becomes due and payable following the Closing;

(k) all indemnities of Buyer under Section 1.2, Section 2.3, Section 2.4 and Section 2.5;

(l) all Working Capital Liabilities;

(m) the D&O Indemnified Liabilities;

(n) all Liabilities arising out of or relating to any affirmative defenses of third parties with respect to any Claim or cause of action assigned to Buyer pursuant to Section 1.2(h), Section 1.2(v) and Section 1.2(qq) to the extent that if treated as Retained Liabilities such defenses would not constitute general unsecured claims of the Sellers; and

(o) the Allowed FLFO Claims (as defined in the Plan) remaining following distribution of the FLFO Distribution Amount (as defined in the Plan) pursuant to the Plan (as modified to the extent set forth in the First Lien Exit Facility Documents (as defined in the Plan)).

Notwithstanding anything to the contrary herein, Assumed Liabilities shall not include any surety bond premiums, indemnity obligations or other obligations on account of surety bonds that were obtained by the Sellers.

11.2 Sellers' Retention of Liabilities. Notwithstanding anything to the contrary set forth in this Agreement or in any other document or instrument entered into in connection with this Agreement, the Parties expressly acknowledge and agree that Buyer is assuming only the Assumed Liabilities and is not assuming any other Liability of any Seller. All other Liabilities of each Seller or any of its Affiliates (or any predecessor of any Seller or any of its Affiliates or any prior owner of all or part of their businesses and assets) shall be retained by and remain Liabilities of such Seller and its Affiliates (all such Liabilities not being assumed being herein referred to as the "***Retained Liabilities***") including the following:

(a) all Liabilities arising out of the Leases and the Assigned Contracts except those Liabilities set forth in Section 11.1(a);

(b) all Liabilities arising out of the plugging, abandonment and decommissioning of, and all related salvage, site clearance and surface restoration activities for, any assets, properties or leases, except those Liabilities set forth in Section 11.1(d);

(c) all Liabilities relating to the presence of Environmental Contaminants, except those Liabilities set forth in Section 11.1(c);

(d) [reserved];

(e) all current liabilities of the Sellers and their Subsidiaries, including all expenses and accounts, notes and other payables (other than the Working Capital Liabilities);

(f) all Liabilities arising out of the ownership, operation, use or environmental condition of the Acquired Interests (other than Leases and Assigned Contracts) prior to or as of the Closing, except those liabilities set forth in Section 11.1(b);

(g) all indebtedness, whether or not encumbering all or any portion of the Acquired Interests (other than the Working Capital Liabilities);

(h) all Liabilities arising out of any Suspense Funds, Undisbursed Revenue and Prepaid JOA Funds (except for those Liabilities described in Sections 11.1(f) and Section 11.1(g));

(i) [reserved];

(j) all Liabilities arising out of or relating to the Decommissioning Agreement and Apache PSA;

(k) all Liabilities related to, resulting from or otherwise arising out of or relating to any Excluded Assets (other than the Working Capital Liabilities);

(l) all Liabilities arising out of or relating to any Seller's breach of this Agreement;

(m) all Liabilities for (a) Taxes of the Sellers or Taxes relating to the Acquired Interests (other than Fieldwood U.A. Interests) or the Assumed Liabilities with respect to any Pre-Closing Tax Period (including Property-Related Taxes and Production Taxes that are allocated to the Pre-Closing Tax Period pursuant to Section 6.12), (b) Taxes imposed on Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof, or for which Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof may otherwise be liable, with respect to any Pre-Closing Tax Period; (c) Taxes imposed on Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof, or for which Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof may otherwise be liable, as a result of having been a member of any Company Group; and (d) Transfer Taxes solely to the extent such Transfer Taxes are the responsibility of the Sellers pursuant to Section 6.12 (the “***Retained Taxes***”);

(n) all Liabilities for non-compliance by the Sellers or Buyer (or any of their respective Affiliates) with any bulk sales, bulk transfer or similar Law;

(o) all Liabilities relating to any current or former independent contractor of any Seller or any of its Affiliates or any Seller Employee or other current or former employee of any Seller or any of its Affiliates who does not become a Transferred Employee, that arise at, before or after the Closing (except for those Liabilities assumed by Buyer pursuant to Section 6.8(c));

(p) all Liabilities arising out of or relating to any Claim with respect to facts and circumstances existing prior to the Closing, including Liabilities for any fines or penalties relating thereto, except (i) as provided in Section 11.1(b) through Section 11.1(h) and (ii) any affirmative defenses of third parties with respect to any Claim or cause of action assigned to Buyer pursuant to Section 1.2(h), Section 1.2(v) and Section 1.2(qq) except to the extent that if treated as Retained Liabilities such defenses would constitute general unsecured claims of the Sellers;

(q) all Liabilities relating to an Employee Plan that is not an Assumed Employee Plan;

(r) Liabilities satisfied, compromised, settled, released or discharged pursuant to the Plan and the Confirmation Order; and

(s) all Effective Date Cash Obligations.

Notwithstanding anything contained in this Section 11.2 or elsewhere in this Agreement or any Ancillary Document, Assumed Liabilities shall include all Fieldwood Energy I Closing Accounts Payable.

11.3 Reservation as to Third Persons. Nothing herein is intended to limit or otherwise waive any recourse Buyer or the Sellers may have against any Third Person for any Liabilities that may be incurred with respect to the Acquired Interests.

## ARTICLE XII MISCELLANEOUS

12.1 Expenses. Except as otherwise specifically provided herein or in any order of the Bankruptcy Court, all fees, costs and expenses (including engineering, land, title, legal, accounting, consulting and other professional fees, costs and expenses) incurred by Buyer, Buyer 2 or the Sellers in negotiating this Agreement, the Ancillary Documents or in consummating the transactions contemplated herein or therein shall be paid by the Party incurring the same whether or not the Closing shall have occurred. Buyer shall be solely responsible and pay for all recording fees related to the transfer of the Acquired Interests; *provided* that if any such recording fees are required to be paid prior to the Closing the Sellers shall pay such recording fees when due.

12.2 Notices. All notices and communications required or permitted to be given hereunder (each, a “**Notice**”) shall be in writing and shall be delivered personally, or sent by certified U.S. mail, postage prepaid with return receipt requested, bonded overnight courier, by facsimile or email transmission (provided any such facsimile or email transmission is confirmed either orally or by written confirmation), addressed to the appropriate Party at the address for such Party shown below:

If to Buyer or Buyer 2:

☐

If to the Sellers:

c/o Fieldwood Energy LLC  
2000 W. Sam Houston Pkwy. S., Suite 1200  
Houston, Texas 77042  
Attention: Mike Dane  
Thomas R. Lamme  
Jon Graham  
Email: MDane@fwelc.com  
TLamme@fwelc.com  
JGraham@fwelc.com

with a copy (which will not constitute notice)  
to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attention: Damian Schaible  
Natasha Tsiouris  
Cheryl Chan  
Email: damian.schaible@davispolk.com  
natasha.tsiouris@davispolk.com  
cheryl.chan@davispolk.com

with a copy (which will not constitute notice)  
to:

Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201  
Attention: Rodney L. Moore  
Samuel C. Peca  
Matt Barr  
Alfredo R. Perez  
Jessica Liou  
Email: rodney.moore@weil.com  
samuel.pec@weil.com  
matt.barr@weil.com  
alfredo.perez@weil.com

If to Buyer or Buyer 2:

If to the Sellers:

jessica.liou@weil.com

Any Notice given in accordance herewith shall be deemed to have been given and received upon: (a) if by personal delivery, then upon receipt (except, if a Notice is received at or after 5:00 p.m. Central Time or on a day that is not a Business Day, it shall be deemed received on the next Business Day), (b) if sent by U.S. certified mail, postage prepaid, return receipt requested, then the date shown as received on the return notice, (c) if sent by facsimile or email transmission, the date such facsimile or email transmission is confirmed either orally or by written confirmation, or (d) if by bonded overnight courier, the date shown on the notice of delivery. Any Party may change the address, facsimile number or email address to which Notices are to be addressed by giving written notice to the other Party in the manner provided in this Section 12.2.

12.3 Amendments. Except as set forth in Section 1.2, Section 2.1, Section 2.3(b), Section 2.4, Section 2.6 and Section 6.7, this Agreement, including all Exhibits and Schedules hereto, may be amended or modified only by an agreement in writing executed by all of the Parties.

12.4 Waiver. No Party shall be deemed to have waived or discharged any claim arising out of this Agreement, or any power, right, privilege, remedy or condition under this Agreement, unless the waiver or discharge of such claim, power, right, privilege, remedy or condition is expressly set forth in a written instrument duly executed and delivered by the Party against whom the waiver or discharge is sought to be enforced. A waiver or discharge made on one occasion or a partial waiver or discharge of any power, right, privilege, remedy or condition shall not preclude any other or further exercise or enforcement of such power, right, privilege or remedy or requirement to satisfy such condition. Except as expressly provided otherwise in this Agreement, the rights of each Party under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

12.5 No Third-Party Beneficiaries. Nothing in this Agreement entitles any Person other than Buyer, Buyer 2 and the Sellers, including Fieldwood Energy I and GOM Shelf and their Subsidiaries, to any claims, remedy or right of any kind; *provided, however*, (a) the D&O Indemnified Parties are intended to be, and shall be, third party beneficiaries of Section 10.12, (b) the Non-Recourse Parties are intended to be, and shall be, third party beneficiaries of Section 12.14 and (c) the Seller Indemnified Parties are intended to be, and shall be, third party beneficiaries of the rights of Seller Indemnified Parties specified in Article XIII. From and after the establishment of the Liquidating Trust, the Liquidating Trustee shall be a third party beneficiary of the Sellers' rights under this Agreement.

#### 12.6 Assignment.

(a) Subject to Section 12.6(b), neither this Agreement nor any rights, interests or obligations hereunder shall be assigned by any Party by operation of Law or otherwise without the other Party's express written consent (which may be granted or withheld in the sole discretion of such other Party); *provided, however*, that Buyer and Buyer 2 shall be permitted, upon notice to the Sellers, to assign all or part of its respective rights or obligations hereunder (including obligations related to the Assumed Liabilities) to any wholly-owned Subsidiary of NewCo (as

defined in the Plan) and the Sellers may assign their respective rights and obligations under this Agreement to any liquidating trust or other similar representative of the Sellers created or appointed pursuant to a Bankruptcy Court order. Notwithstanding the foregoing, no assignment of any rights hereunder shall relieve the assigning Party of any obligations or responsibilities hereunder.

(b) If a Liquidating Trust is established, from and after the formation of the Liquidating Trust, subject to the terms of the Confirmation Order, all rights and obligations of the Sellers under this Agreement shall accrue to and be for the benefit of and shall be exercisable by the Liquidating Trust, as provided by any order of the Bankruptcy Court and the Liquidating Trustee shall be entitled to exercise all of the rights of the Sellers under this Agreement.

12.7 Counterparts. This Agreement and any amendment hereto may be executed by Buyer, Buyer 2 and the Sellers in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same agreement. Notwithstanding anything to the contrary in Section 12.2, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier, facsimile or email attachment that contains a portable document format (.pdf) file of an executed signature shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

12.8 Governing Law; Jurisdiction; Venue; Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, termination, performance or non-performance of this Agreement, or any Ancillary Document (unless such Ancillary Document provides for the application of the laws of another jurisdiction) shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Claim; *provided, however*, that, if the Bankruptcy Cases have been closed pursuant to Section 350(a) of the Bankruptcy Code (or in the event that the Bankruptcy Court determines that it does not have jurisdiction), all Claims arising out of or relating to this Agreement shall be heard and determined in a New York state court or a federal court sitting in the Borough of Manhattan, New York, New York, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Claim and irrevocably waive the defense of an



inconvenient forum to the maintenance of any such Claim. The Parties consent to service of process by mail (in accordance with Section 12.2) or any other manner permitted by Law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION, TERMINATION, PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ANCILLARY DOCUMENT (UNLESS SUCH ANCILLARY DOCUMENT PROVIDES OTHERWISE).

12.9 Entire Agreement. This Agreement (including the Exhibits, Schedules and Disclosure Schedules), the Ancillary Documents and the Plan constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. In the event of any conflict between this Agreement, any Ancillary Document and the Plan, this Agreement will control.

12.10 Binding Effect. This Agreement shall be binding in all respects against (a) the Sellers and all of their successors and permitted assigns (including, for the avoidance of doubt, any trustee, examiner or other fiduciary appointed in the Bankruptcy Case) and (b) Buyer, Buyer 2 and all of their respective successors and permitted assigns.

12.11 Time of the Essence. Time is of the essence for this Agreement.

12.12 No Partnership; No Fiduciary Duty. This Agreement shall not create and it is not the purpose or intention of the Parties to create any partnership, mining partnership, joint venture, general partnership or other partnership relationship and none shall be inferred. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties for any purpose.

12.13 Obligations of the Sellers. The Liabilities, obligations, representations, warranties and covenants of the Sellers in this Agreement and in the Ancillary Documents are solidary (as that term is used under Louisiana law) and joint and solidary (as that phrase is used under Texas law). Fieldwood shall cause each other Seller to comply with such Seller's obligations under this Agreement, including with respect to the transfer and assignment of the Acquired Interests and Assumed Liabilities and the obligations in Section 6.1.

12.14 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement or any Ancillary Document, each Party, on behalf of itself and its Affiliates and their respective representatives, covenants, agrees and acknowledges that no Person other than the Parties (and their respective successors or assignees, as applicable) has any obligation hereunder and that, neither any Party, their respective Affiliates or their respective representatives, shall have any right of recovery under this Agreement or any Ancillary Document against, and no personal liability under this Agreement or any Ancillary Document shall attach to, any Party's former, current or future debt or equity financing sources, equity holders, controlling Persons, directors, officers, employees, general or limited partners, members, managers, Affiliates or agents, or any former, current or future equity holder, controlling Person, director, officer, employee, general or

limited partner, member, manager, Affiliate or agent of any of the foregoing (collectively, each of the foregoing but not including the Parties, a “**Non-Recourse Party**”), whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil, by or through a claim by or on behalf of any Party against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any applicable Law, whether in contract, tort or otherwise. Without limiting the foregoing, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Sellers or any of their Affiliates shall have any liability for any obligations or liabilities of the Sellers under this Agreement of or for any Claim based on, in respect of, or by reason of, the transactions contemplated hereby.

12.15 Disclosure Schedules. All references to Schedules in Article IV and Article V of this Agreement are referred to in this Section 12.15 as “**Disclosure Schedules**”. The information in the Disclosure Schedules constitutes exceptions, qualifications and/or supplements to particular representations or warranties of the Sellers, Buyer and Buyer 2 as set forth in this Agreement. The Disclosure Schedules shall not be construed as indicating that any disclosed information is required to be disclosed, and no disclosure shall be construed as an admission that such information is material to, outside the ordinary course of business of, or required to be disclosed by, the Sellers, Buyer or Buyer 2 or constitutes, individually or in the aggregate, a Material Adverse Effect. Capitalized terms used in the Schedules that are not defined therein and are defined in this Agreement shall have the meanings given to them in this Agreement. The captions contained in the Schedules are for the convenience of reference only, and shall not be deemed to modify or influence the interpretation of the information contained in the Disclosure Schedules or this Agreement. The statements in each Schedule of the Disclosure Schedules qualify and relate to the corresponding provisions in the Sections of this Agreement to which they expressly refer and to each other Section in Article IV or Article V of this Agreement to which the applicability of a statement or disclosure in a particular Schedule of the Disclosure Schedules is readily apparent on its face.

12.16 Other Contract Interpretation.

(a) Headings. The headings of the Exhibits, Schedules, Articles, Sections, and subsections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any provision of this Agreement. All references in this Agreement to any “Section,” “Article,” “Annex,” “Exhibit,” or “**Schedule**” are to the corresponding Section, Article, Annex, Exhibit or Schedule of this Agreement unless otherwise specified (subject to Section 12.15).

(b) Severability. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, it shall not affect the validity or enforceability of the other provisions here and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby fulfilled to the greatest extent possible.

(c) Agreement Not to Be Construed Against Drafter. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, both this Agreement and the Ancillary Documents will be construed as if drafted jointly by the Parties. No presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement or any Ancillary Document.

(d) Miscellaneous Interpretation. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day. Whenever the words “include,” “*includes*” or “*including*” are used in this Agreement, they will be deemed to be followed by the words “*without limitation*” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following. Unless the context otherwise requires, (1) “*or*” is disjunctive but not exclusive, (2) words in the singular include the plural and vice versa, (3) the words “herein,” “hereof,” “hereby,” “*hereunder*” and words of similar nature refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited, (4) the use in this Agreement of a pronoun in reference to a Party or Person includes the masculine, feminine or neuter, as the context may require, (5) reference to any Person includes the successors and permitted assigns of that Person, (6) any reference in this Agreement to “\$” means United States dollars, (7) and reference in this Agreement to “*days*” (but not “*Business Days*”) means to calendar days, (8) reference to any law in this Agreement means such law as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time together with any rules or regulations promulgated thereunder, (9) any reference in this Agreement to “*related to*”, “*relating to*” or a similar phrase, in each case, in respect of the business of the Sellers, the Acquired Interests, or any other matter means, unless the context otherwise requires, “*related in whole or in part to*”, “*relating in whole or in part to*” or a similar construction in the case of a similar phrase, as applicable, and (10) any reference in this Agreement to “*transactions contemplated by this Agreement*” or words of similar import includes the transactions contemplated by the other Ancillary Documents except as the context may otherwise require. The Annex, Schedules and Exhibits attached to this Agreement are deemed to be part of this Agreement and included in any reference to this Agreement. If the deadline for performance falls on a day that is not a Business Day, then the actual deadline for performance will be the next succeeding day that is a Business Day.

### ARTICLE XIII SURVIVAL AND INDEMNIFICATION

#### 13.1 Survival; Limited Recourse Against Sellers.

(a) The representations and warranties of the Sellers, Buyer and Buyer 2 contained herein and in any certificate or other writing delivered by the Sellers pursuant hereto, including any representation or warranty that may be deemed to be made pursuant to Section 1.1 with respect to the Acquired Interests being acquired by Buyer or Buyer 2 free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances)), shall terminate

upon and not survive the Closing and there shall be no liability (whether arising in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which any entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute which limits the effects of a release with respect to unknown claims)) thereafter in respect thereof. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries. Each of the covenants of the Sellers, Buyer and Buyer 2 contained in this Agreement shall terminate upon the Closing except to the extent that performance under such covenant is to take place after Closing, in which case such covenant shall survive the Closing until the earlier of (i) performance of such covenant in accordance with this Agreement or (ii) the expiration of applicable statute of limitations with respect to any claim for any failure to perform such covenant (for clarity, any covenant that may be deemed to be made pursuant to Section 1.1 with respect to the Acquired Interests being acquired by Buyer or Buyer 2 free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances) shall terminate upon Closing)). The intended effect of termination of representations, warranties, covenants and agreements is to bar, from and after the date of termination, any claim or cause of action based on (x) the alleged inaccuracy of such representation or breach of such warranty or (y) an alleged breach or failure to fulfill such covenant or agreement; *provided* that if a written notice of any claim with respect to any covenant to be performed after Closing is given prior to the expiration of such covenant then such covenant shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

(b) Neither Buyer nor Buyer 2 shall have any recourse against any Person who is not a party to this Agreement (excluding any successor or assign of any Seller), including any Affiliate of any Seller or any lender or creditor of any Seller from and after Closing for any Losses relating to the Acquired Interests or this Agreement (including with respect to title and environmental matters) or the Sellers' breach of any representations and warranties, covenants or other provision of this Agreement. In addition, each of Buyer and Buyer 2 agree to the terms, conditions and limitations set forth in Section 1.5.

(c) No Seller shall have any recourse against any Person who is not a party to this Agreement (excluding any successor or assign of Buyer or Buyer 2), including any Affiliate of Buyer or Buyer 2 or any lender or creditor of Buyer or Buyer 2 from and after Closing for any Losses relating to the Acquired Interests or this Agreement (including with respect to title and environmental matters) or Buyer or Buyer 2's breach of any representations and warranties, covenants or other provision of this Agreement.

(d) For the avoidance of doubt, nothing in this Agreement shall prohibit the Sellers from ceasing operations or winding up their respective affairs following the Closing.

13.2 Indemnification by Buyer. From and after Closing, Buyer hereby agrees to indemnify and hold each Seller, Fieldwood Energy I, GOM Shelf, and each of their successors, their Affiliates and all of their respective officers, managers, directors, employees, equity owners and agents (collectively, the "***Seller Indemnified Parties***") harmless from and against any and all

Liabilities (including reasonable attorneys' fees and costs incurred in connection therewith) based upon, attributable to or resulting from:

- (a) the Fieldwood Energy I Closing Accounts Payable; and
- (b) all Assumed Liabilities to the extent associated with the Co-Owned Assets that are Acquired Interests.

### 13.3 Indemnification Procedures.

(a) In the event that any proceedings shall be instituted or that any claim or demand shall be asserted by any Indemnified Party in respect of which indemnity may be sought under this Agreement (an “**Indemnification Claim**”), the Indemnified Party shall reasonably and promptly cause written notice of the assertion of any Indemnification Claim of which it has knowledge which is covered by such indemnity to be provided to the Indemnifying Party. Such notice shall set forth in reasonable detail such Indemnification Claim and the basis for indemnification. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligation hereunder, except to the extent such failure shall have actually prejudiced the Indemnifying Party. The Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, and to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder. If the Indemnifying Party elects to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, it shall within thirty (30) days of receipt of the Indemnification Claim notify the Indemnified Party of its intent to do so. If the Indemnifying Party elects not to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, the Indemnified Party may control, defend against, negotiate, settle or otherwise deal with such Indemnification Claim. If the Indemnifying Party shall assume the control of the defense of any Indemnification Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Indemnification Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and *provided, further*, that the Indemnifying Party shall not be required to pay for more than one (1) such counsel for all Indemnified Parties in connection with any Indemnification Claim. The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Indemnification Claim. Notwithstanding anything in this Section 13.3 to the contrary, if the Indemnifying Party shall assume the control of the defense of any Indemnification Claim, the Indemnifying Party shall not, without the written consent of the Indemnified Party (which shall not be unreasonably withheld, conditioned or delayed), settle or compromise any Indemnification Claim or consent to entry of any judgment unless the claimant provides to the Indemnified Party an unqualified release from all liability in respect of the Indemnification Claim. If the Indemnifying Party makes any payment on any Indemnification Claim, the Indemnifying Party shall be subrogated, to the extent of such payment,



to all rights and remedies of the Indemnified Party to any insurance benefits or other claims of the Indemnified Party with respect to such Indemnification Claim.

(b) After any final decision, judgment or award shall have been rendered by a Governmental Authority of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to an Indemnification Claim hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter. In the case of an Indemnification Claim that does not involve a third-party claim, if the Indemnifying Party does not notify the Indemnified Party within thirty (30) days following the receipt of a notice with respect to any such claim that the Indemnifying Party disputes its indemnity obligation to the Indemnified Party for any Losses with respect to such claim, such Losses shall be conclusively deemed a liability of the Indemnifying Party and the Indemnifying Party shall promptly pay to the Indemnified Party any and all Losses arising out of such claim. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such claim, the parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of jurisdiction determined pursuant to Section 12.8.

(c) The amount of any Losses payable by the Indemnifying Party shall be net of any (i) amounts recovered or recoverable by the Indemnified Party under applicable insurance policies or from any other Person alleged to be responsible therefor, and (ii) Tax benefit actually realized by the Indemnified Party arising from the incurrence or payment of any such Losses in the taxable year such Loss was incurred. If the Indemnified Party receives any amounts under applicable insurance policies, or from any other Person alleged to be responsible for any Losses, subsequent to an indemnification payment by the Indemnifying Party, then such Indemnified Party shall promptly reimburse the Indemnifying Party for any payment made or expense incurred by such Indemnifying Party in connection with providing such indemnification payment up to the amount received by the Indemnified Party, net of any expenses incurred by such Indemnified Party in collecting such amount.

(d) The Indemnifying Party shall not be liable for any (i) consequential damages (but, for the avoidance of doubt, without limiting liability for direct damages), (ii) punitive damages or (iii) Losses for lost profits.

(e) Each Indemnified Party must mitigate in accordance with applicable Law any loss for which such Indemnified Party seeks indemnification under this Agreement. If such Indemnified Party mitigates its loss after the Indemnifying Party has paid the Indemnified Party under any indemnification provision of this Agreement in respect of that loss, the Indemnified Party must notify the Indemnifying Party and pay to the Indemnifying Party the extent of the value of the benefit to the Indemnified Party of that mitigation (less the Indemnified Party's reasonable costs of mitigation) within two (2) Business Days after the benefit is received.

(f) Each Indemnified Party shall use reasonable efforts to collect any amounts available under insurance coverage, or from any other Person alleged to be responsible, for any Losses payable under an indemnity in this Agreement.



(g) Express Negligence. THE INDEMNIFICATION, RELEASE, ASSUMED LIABILITIES, RETAINED LIABILITIES, WAIVER AND LIMITATION OF LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LIABILITIES, LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE OR RESULTED SOLELY OR IN PART FROM THE SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ANY INDEMNIFIED PARTY.

(h) Tax Treatment of Indemnity Payments. The Sellers, Buyer and Buyer 2 agree to treat any indemnity payment made pursuant to this Agreement as an adjustment to the Consideration for federal, state, local and foreign income tax purposes. Any indemnity payment under this Agreement shall be treated as an adjustment to the value of the asset upon which the underlying Indemnification Claim was based, unless a final determination (within the meaning of Section 1313 of the Code) with respect to the Indemnified Party or any of its Affiliates causes any such payment not to be treated as an adjustment to the value of the asset for United States federal income tax purposes.

(i) Sole and Exclusive Remedy. Except for any post-Closing payment expressly contemplated by this Agreement or any claim for a breach of a Party's covenants hereunder (to the extent not limited by Section 13.1(a)) or for Fraud (but not Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries), the remedies provided in this Article XIII and in Section 8.3 shall be the sole and exclusive legal and equitable remedies of the Parties, from and after the Closing, with respect to this Agreement and the transactions contemplated hereby, and no Person will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which such entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute which limits the effects of a release with respect to unknown claims), it being agreed that all of such other remedies, entitlements and recourse are expressly waived and released by the Parties to the fullest extent permitted by law.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

**SELLERS:**

Fieldwood Energy Inc.

By: \_\_\_\_\_

Name:

Title:

Fieldwood Energy LLC

By: \_\_\_\_\_

Name:

Title:

Dynamic Offshore Resources NS, LLC

By: \_\_\_\_\_

Name:

Title:

Fieldwood Energy Offshore LLC

By: \_\_\_\_\_

Name:

Title:

Fieldwood Onshore LLC

By: \_\_\_\_\_

Name:

Title:

Fieldwood SD Offshore LLC

By: \_\_\_\_\_

Name:

Title:

Fieldwood Offshore LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FW GOM Pipeline, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GOM Shelf LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Bandon Oil and Gas GP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Bandon Oil and Gas, LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fieldwood Energy SP LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Galveston Bay Pipeline LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Galveston Bay Processing LLC

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

**BUYER 2:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

## **Annex I**

### **Definitions**

The following terms and expressions shall have the following meanings:

**“1933 Act”** means the Securities Act of 1933, as amended, and the rules and regulations as promulgated thereunder.

**“365 Contracts”** means all Applicable Contracts and other executory contracts and unexpired leases to which a Seller is a party that relate to the Acquired Interests, in each case that may be assumed by one or more Sellers pursuant to Section 365 of the Bankruptcy Code.

**“365 Schedule”** is defined in Section 6.7(a).

**“Accounts Receivable Collections”** is defined in Section 10.12(c).

**“Accounts Receivable Setoff”** is defined in Section 10.12(b).

**“Acquired Interests”** is defined in Section 1.2.

**“Affiliate”** means, with respect to a Person, any other Person that, as of the relevant time for which the determination of affiliation is made, directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, contract, voting trust, membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships.

**“Agent”** is defined in the recitals.

**“Agreement”** is defined in the preamble and includes all annexes, schedules and exhibits hereto, as well as all supplements, amendments and restatements hereof.

**“Allocated Value”** means the value allocated to the applicable Acquired Interest, if any, as agreed in good faith by Buyer and the Sellers.

**“Allowed Priority Tax Claim”** has the meaning set forth in the Plan.

**“Allowed Specified Administrative Expense Claims”** has the meaning set forth in the Plan.

**“Alternative Bidder”** is defined in Section 6.4(b).

**“Alternative Transaction”** means (a) any sale, transfer or other disposition of all or a material portion of the Acquired Interests or (b) any series of sales, transfers or other dispositions of any portion of the Acquired Interests that, when taken collectively, constitutes a disposition of all or a material portion of the Acquired Interests, in each case, to any Person or Persons other than Buyer.

**“Ancillary Documents”** means each Assignment, Bill of Sale and Conveyance, the Assignment and Assumption Agreement, the Office Assets Conveyance, the TSA, the Farmout Agreement, the ST 308 Performance Bond, the SEMS Bridging Agreement, the Assignment of Leases and Subleases, the Joint Operating Agreement Amendments, the JV Assignment Agreement, the Funding Agreement, the Release Document and any other agreement, document, instrument or certificate entered into or delivered pursuant to this Agreement.

**“Antitrust Law”** means, collectively, the HSR Act, Title 15 of the United States Code §§ 17 (the Sherman Act), Title 15 of the United States Code §§ 12-27 and Title 29 of the United States Code §§ 52-53, (the Clayton Act), the Federal Trade Commission Act (15 U.S.C. §§ 41, et seq.) and the rules and regulations promulgated thereunder and any other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

**“Apache PSA”** means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache Corporation, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf and Fieldwood, as amended from time to time, and the transaction documents executed in connection therewith.

**“Applicable Consent”** means any consent, waiver or approval that is required to be obtained from, or any notice that is required to be given to, any Third Person as a result of the assignment of the Acquired Interests by the Sellers to Buyer as contemplated by this Agreement (each, a **“Consent”**) that (a) relates to an Assigned Contract, which consent, waiver or approval would be required for such Assigned Contract to be assumed and assigned to Buyer, after giving effect to Sections 365(c)(1) and 365(f)(1) of the Bankruptcy Code or (b) that relates to any Acquired Interest other than an Assigned Contract, other than, in each case, (i) for Preferential Rights and (ii) any Governmental Approvals.

**“Applicable Contracts”** means (a) all Contracts (*provided* that, for clarity, any “Operating Agreement” or “Joint Operating Agreement” identified on the 365 Schedule shall be deemed a Contract for purposes of this definition) to which a Seller is a party or is bound to the extent covering, attributable to or relating to any of the Acquired Interests or to which any of the Acquired Interests is subject or bound, including, without limitation, operating agreements, crude oil, condensate and natural gas purchase and sale agreements, gathering agreements, transportation agreements, marketing, disposal or injection agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, exploration agreements, development agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements, confidentiality agreements and any other similar contracts, agreements and instruments, and all amendments thereto, and (b) all Easements.

**“Applicable Governmental Approval”** is defined in Section 2.4.

**“Applicable Shared Asset Interests”** means, with respect to each asset described on Schedule 1.2, the portion of the Sellers’ right, title, and interest in each such asset that corresponds to the portion of the Sellers’ right, title and interest in the Co-Owned Leases, the Co-Owned Subject Units and the Co-Owned Wells (collectively, the “Co-Owned Oil and Gas Properties”), as applicable, conveyed to Buyer under this Agreement.



***“AR Collections Period”*** is defined in Section 10.12(b).

***“Assets”*** is defined in Section 1.2.

***“Assigned 365 Contracts”*** is defined in Section 6.7(a).

***“Assigned 365 Contracts List”*** is defined in Section 6.7(a).

***“Assigned Contracts”*** means (a) the Assigned 365 Contracts and (b) all Applicable Contracts that are not 365 Contracts (other than Excluded Assets), and any and all amendments, ratifications or extensions of the foregoing.

***“Assignment and Assumption Agreement”*** means that Assignment and Assumption Agreement to be entered into at Closing by the parties thereto, in the form attached as **Exhibit I** hereto.

***“Assignment, Bill of Sale and Conveyance”*** means that Bill of Sale, Assignment and Assumption Agreement to be entered into at Closing by the parties thereto in the form attached as **Exhibit G** hereto for the Co-Owned Assets and in the form attached as **Exhibit H** hereto for the Other Assets.

***“Assignment of Leases and Subleases”*** means each Assignment and Assumption of Leases and Subleases to be entered into at Closing by the parties thereto for the Office Sublease, the Lafayette Lease Agreement, the Warehouse Lease and the Lubrizol Sublease, in the form attached as **Exhibit J** hereto.

***“Assumed Employee Plan”*** is defined in Section 4.18(a).

***“Assumed Liabilities”*** is defined in Section 11.1.

***“Avoidance Action”*** means any avoidance, preference, recovery, claim, right or cause of action of any Seller arising under Chapter 5 of the Bankruptcy Code or under any analogous state or federal bankruptcy or non-bankruptcy laws.

***“Backstop Commitment Letters”*** means the Second Lien Backstop Commitment Letter, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

***“Backstop Commitment Premium Equity Interests”*** has the meaning set forth in the Plan.

***“Balance Sheet Date”*** is defined in Section 4.27.

***“Bankruptcy Cases”*** is defined in the recitals.

***“Bankruptcy Code”*** is defined in the recitals.

***“Bankruptcy Court”*** is defined in the recitals.

***“Bankruptcy Rules”*** is defined in the recitals.

“**BOEM**” means the Bureau of Ocean Energy Management or any successor agency thereto.

“**BOEM Qualifications**” means the Person has received a GOM qualification number from BOEM, and is able to bid on, own and hold a lease on the Outer Continental Shelf, Gulf of Mexico region.

“**BSEE**” means the Bureau of Safety and Environmental Enforcement or any successor agency thereto.

“**Business Day**” means any day other than a Saturday, a Sunday or any other day on which banking institutions in, New York, New York or Houston, Texas, are required or authorized by Law or executive order to be closed.

“**Buyer**” is defined in the preamble.

“**Buyer 2**” is defined in the preamble.

“**Buyer Grandparent**” is defined in Section 5.11(b).

“**Buyer Grandparent Equity Interests**” is defined in Section 5.1(c).

“**Buyer Intermediate**” is defined in Section 5.1(b).

“**Buyer Obligation**” is defined in Section 2.1(c).

“**Buyer Parent**” is defined in Section 5.1(b).

“**Buyer Parent Debt**” is defined in Section 2.1(c).

“**Cash Portion**” means an amount in cash (which amount shall not exceed the proceeds of (x) the Second Lien Exit Facility (as defined in the Plan) plus (y) the proceeds of the Equity Rights Offerings (as defined in the Plan), less (z) \$120,000,000; *provided*, that the amount in (z) may be reduced to an amount not less than \$100,000,000 in the sole and absolute discretion of the Buyer), equal to (a) the Effective Date Cash Obligations Amount, less (b) the Closing Cash Amount.

“**Casualty Event**” means (a) any fire, explosion, accident, earthquake, act of the public enemy, act of God or other similar event or occurrence that results in damage to or the destruction of any Acquired Interest and (b) any taking, or threatened taking, of any Acquired Interest by condemnation or under the right of eminent domain.

“**CERCLA**” is defined in the definition of Environmental Contaminants.

“**Claims**” means any and all claims, demands, Encumbrances, notices of non-compliance or violation, notices of Liability or potential Liability, investigations, incidents of non-compliance (INCs), actions (whether judicial, administrative or arbitrational), causes of action, suits, proceedings and controversies.

“**Closing**” means the consummation of the transactions contemplated in this Agreement.

**“Closing Accounts Receivable”** means all current assets of the Sellers as of the Effective Time that are included in the Working Capital Assets, other than such current assets attributable to the Acquired Interests.

**“Closing Accounts Receivables Statement”** is defined in Section 10.12(a).

**“Closing Cash Amount”** means the amount of cash in accounts of the Sellers as of immediately prior to the Effective Time, excluding all restricted cash (restricted cash includes, for the avoidance of doubt, all Suspense Funds, Excluded Suspense Funds, Prepaid JOA Funds, Excluded Prepaid JOA Funds, Undisbursed Revenue and Excluded Undisbursed Revenue), as determined in good faith by the Sellers and Buyer in accordance with GAAP.

**“Closing Date”** is defined in Section 9.1.

**“COBRA”** means Section 4980B of the Code and Sections 601 through 608 of ERISA.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company Group”** means any group of entities filing Tax Returns on an affiliated, combined, consolidated, unitary or similar basis for Tax purposes that, at any time on or before the Closing Date, includes or has included Fieldwood U.A. or Fieldwood Mexico or any of their respective Subsidiaries.

**“Confidential Information”** is defined in Section 10.5.

**“Confirmation Hearing”** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

**“Confirmation Order”** means an order of the Bankruptcy Court in form and substance, including with respect to (i) all findings of fact and conclusions of law and (ii) the matters described in Section 2.3 through Section 2.5, acceptable to Fieldwood and the Buyer, confirming the Plan and, without limitation to the generality of the foregoing, such Confirmation Order shall provide that the transfer of the Acquired Interests to Buyer shall be, pursuant to, inter alia, Sections 105, 363, 365, 1123(a)(5)(b), 1129, 1141 and 1146 of the Bankruptcy Code, free and clear of any and all Encumbrances (other than Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) and Retained Liabilities, which Confirmation Order shall be subject to the consent rights set forth in the Restructuring Support Agreement.

**“Confirmation Outside Date”** has the meaning set forth in the Plan.

**“Consent”** is defined in the definition of Applicable Consent.

**“Consenting Creditors”** has the meaning set forth in the Plan.

**“Consideration”** is defined in Section 2.1(a).

**“Contracts”** means any agreement, license, lease, sublease, sublicense, contract, promise, obligation, sale or purchase order, service order, indenture, note, bond, loan, mortgage, deed of trust, instrument, commitment or undertaking, including any exhibits, annexes, appendices or attachments thereto, and any amendments, modifications, supplements, extension or renewals thereto, but excluding, however (a) any Lease, easement (including the Easements), right-of-way or other instrument, in each case, creating any oil and gas mineral interest or other real property interests and (b) any Permit.

**“Conveyed”** means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, any applicable Governmental Authority.

**“Co-Owned Assets”** is defined in Section 1.2.

**“Co-Owned Assigned Contracts”** means the Assigned Contracts relating to any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement or Co-Owned Inventory.

**“Co-Owned Easements”** is defined in Section 1.2(c).

**“Co-Owned Field Assets”** means the Co-Owned Leases, Co-Owned Subject Units, Co-Owned Easements, Co-Owned Wells and Co-Owned Inventory.

**“Co-Owned Field Data”** is defined in Section 1.2(i).

**“Co-Owned Inventory”** is defined in Section 1.2(e).

**“Co-Owned Leases”** is defined in Section 1.2(a).

**“Co-Owned Records”** is defined in Section 1.2(j).

**“Co-Owned Scheduled Wells”** is defined in Section 1.2(d).

**“Co-Owned Subject Unit”** is defined in Section 1.2(b).

**“Co-Owned Subject Unit Agreement”** is defined in Section 1.2(b).

**“Co-Owned Wells”** is defined in Section 1.2(d).

**“Credit Agreement”** means that certain *Amended and Restated First Lien Credit Agreement*, dated as of April 11, 2018, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto, as amended, restated, amended and restated, supplemented, or otherwise modified.

**“Credit Bid and Release”** is defined in Section 2.1(a)(1).

**“Credit Bid and Release New Equity Interests”** means the New Equity Interests being distributed to the holders of Allowed FLTL Secured Claims (as defined in the Plan) pursuant to the Plan.

**“Cure Costs”** means, with respect to any given 365 Contract, all monetary liabilities, including pre-petition monetary liabilities, of the Sellers that must be paid or otherwise satisfied to cure all of the Sellers’ monetary defaults under such 365 Contract pursuant to Section 365 of the Bankruptcy Code in order for such 365 Contract to be assumed and assigned to Buyer (if applicable) as provided hereunder, as such amounts are determined by the Bankruptcy Court or approved pursuant to the assignment and assumption procedures provided for in the Plan, Confirmation Order, or herein.

**“D&O Indemnified Liabilities”** is defined in Section 10.13(a).

**“D&O Indemnified Parties”** is defined in Section 10.13(a).

**“Data Obligations”** is defined in Section 4.25(i).

**“Debtors”** is defined in the recitals.

**“Decommissioning”** has the meaning ascribed to such term in the Decommissioning Agreement.

**“Decommissioning Agreement”** means that Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood and GOM Shelf, as amended.

**“Delayed Asset”** is defined in Section 2.3(b).

**“Designation Deadline”** is defined in Section 6.7(c).

**“DIP Facility Credit Agreement”** means that certain *Senior Secured Debtor-in-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**“Direction Letter”** is defined in the recitals.

**“Disclosure Schedules”** is defined in Section 12.15.

**“Disclosure Statement”** means the Disclosure Statement For Joint Chapter 11 Plan Of Fieldwood Energy LLC And Its Affiliated Debtors, as may be amended, modified, or supplemented from time to time in form and substance acceptable to the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**“Disclosure Statement Order”** means an order of the Bankruptcy Court approving the Disclosure Statement.

**“Divisive Merger”** has the meaning set forth in the Plan.

**“Divisive Merger Effective Time”** means the effective time of the Divisive Merger.

**“Easements”** means the Co-Owned Easements and Other Easements.

**“Effective Date”** means the **“Effective Date”** of the Plan.

**“Effective Date Cash Obligations”** means the Sellers’ obligations under the Confirmation Order, the Plan, the Plan of Merger and the transactions contemplated thereby and this Agreement, including, without limitation, collectively: (i) the DIP Claims (as defined in the Plan) and related fees and expenses as provided in Section 2.4 of the Plan, (ii) the FLFO Distribution Amount (as defined in the Plan), (iii) the Professional Fee Escrow Amount (as defined in the Plan), (iv) the Restructuring Expenses (as defined in the Plan), (v) any Allowed Postpetition Hedge Claims, (vi) any Cure Amounts (as defined in the Plan), (vii) any Allowed Administrative Expense Claims (as defined in the Plan) not otherwise included in the other subsections of this definition, (viii) any Allowed Priority Tax Claims (as defined in the Plan), (ix) any Allowed Priority Non-Tax Claims (as defined in the Plan), (x) any Allowed Other Secured Claims (as defined in the Plan), (xi) the Plan Administrator Expense Reserve Amount (as defined in the Plan), (xii) the FWE I Cash Amount (as defined in the Plan of Merger), (xiii) an amount for the initial capitalization of Fieldwood Energy III as determined by the Sellers and the Majority Backstop Parties (as defined in the Second Lien Backstop Commitment Letter), (xiv) any cash distributions to holders of Allowed Unsecured Trade Claims (as defined in the Plan), (xv) any other amounts as agreed between the Sellers and the Required DIP Lenders (as defined in the Plan) and the Requisite FLTL Lenders (as defined in the Plan), (xvi) amounts due or to become due after the Closing pursuant to any Governmental Settlement Agreement and (xvii) the amounts of any Claims asserted prior to the Closing with respect to facts and circumstances existing prior to the Closing (except to the extent such amounts constitute general unsecured claims of the Sellers), including, but not limited to, (1) Claims for personal injury or damage to third party property (but with respect to such Claims that are covered by insurance policies, including for the avoidance of doubt, such Claims for personal injury or damage to third party property only to the extent of the applicable deductible or retention amount under the applicable insurance policies covering such Claims) and (2) fines and penalties related to such Claims, including Claims described in the preceding clause (1) (except to the extent such Claims or related Liabilities (x) constitute Assumed Liabilities or (y) are satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order), in each case of clauses (i) through (xvii) solely to the extent not paid by the Sellers prior to Closing.

**“Effective Date Cash Obligations Amount”** means the amount of cash necessary to satisfy the Effective Date Cash Obligations, as determined in good faith by the Sellers and Buyer.

**“Effective Time”** is defined in Section 1.4.

**“Employee List”** is defined in Section 4.17(a).

**“Employee Plan”** is defined in Section 4.18(a).

**“Employee Severance”** is defined in Section 6.8(c).

**“Employment Agreements”** is defined in Section 6.22.



**“Encumbrance”** means any encumbrance, license, right of first refusal, mortgage, deed of trust, pledge, security interest, lien, privilege, charge of any kind (including any agreement to grant any of the foregoing), adverse claim of any kind, capital lease, conditional sale or title retention agreement, lease or sublease in the nature thereof or the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction.

**“End Date”** is defined in Section 8.1(b)(i).

**“Environmental Contaminants”** means “hazardous substances” and “pollutants or contaminants” as those terms are defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (**“CERCLA”**), petroleum, including any fraction thereof, any “natural gas, natural liquids, liquefied natural gas, or synthetic gas usable for fuel” as those terms are used in Section 101 of CERCLA, any “solid or hazardous waste” as those terms are defined or used in the Resource Conservation and Recovery Act and any industrial or oil and gas wastes regulated by applicable rules of any relevant Governmental Authority. The term also includes NORM concentrated, disposed of, released from or present on any Field Assets or resulting from or in association with Hydrocarbon activities on any Field Assets.

**“Environmental Law”** means all applicable Laws (including the CERCLA, the Resource Conservation and Recovery Act, the Oil Pollution Act of 1990 and such other applicable Laws relating to the Release, management or disposal of Environmental Contaminants including oilfield waste, in each case as amended from time to time) relating to the protection of the environment or protection of human health (to the extent relating to exposure to Environmental Contaminants).

**“Equity Rights Offerings”** has the meaning set forth in the Plan.

**“Equity Rights Offering New Equity Interests”** means the New Equity Interests issuable upon exercise of the FLTL Subscription Rights and SLTL Subscription Rights in accordance with the Plan.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“ERISA Affiliate”** is defined in Section 4.18(a).

**“Excluded Assets”** is defined in Section 1.3.

**“Excluded Contracts”** is defined in Section 6.7(c).

**“Excluded Prepaid JOA Funds”** means any funds received by the Sellers (in their capacity as operator of any Excluded Assets) on account of working interest owners in Excluded Assets as prepayments for items under operating or other agreements.

**“Excluded Suspense Funds”** means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and are being held in suspense by any Seller or any Affiliate thereof.

***“Excluded Undisbursed Revenue”*** means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and have been received by, and at the Closing are being held by, the Sellers on account of such Third Persons for disbursement to such Third Persons after the Closing.

***“Execution Date”*** is defined in the preamble.

***“Existing D&O Indemnification Terms”*** is defined in Section 10.13(a).

***“Farmout Agreement”*** means that Farmout Agreement by and among Fieldwood Energy I, GOM Shelf and Buyer, in the form attached hereto as **Exhibit T**.

***“FCPA”*** is defined in Section 4.26.

***“Field Assets”*** means the Leases, Subject Units, Easements, Wells and Inventory.

***“Field Data”*** means the Co-Owned Field Data and Other Field Data.

***“Fieldwood”*** is defined in the preamble.

***“Fieldwood Energy I”*** means a Texas limited liability company to be formed pursuant to the Plan of Merger under the name Fieldwood Energy I LLC (or such other name as may be substituted therefor in the final, as filed version of the Plan of Merger).

***“Fieldwood Energy I Closing Accounts Payable”*** means, whether classified on the books and records of the Sellers as an account payable or otherwise, expenses of the Sellers incurred by any Seller as of the Effective Time but not yet paid as of the Effective Time and attributable to the FWE I Oil and Gas Properties and the GOM Shelf Oil and Gas Properties, including, without limitation:

(a) payables arising from the exploration of and production and sale of oil and gas from the FWE I Oil and Gas Properties and the GOM Shelf Oil and Gas Properties;

(b) payables to third parties on account of third party working interest owners to the extent that there is a corresponding joint interest billing receivable included in the Fieldwood Energy I Closing Accounts Receivable;

(c) obligations for Royalties in respect of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties payable on account of Hydrocarbons produced from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties and sold prior to and unpaid as of the Effective Time (*provided* that if a Royalty reporting, miscalculation, or underpayment claim is asserted after the Effective Time with respect to any Royalty paid prior to the Effective Time such claim or obligation shall not be deemed a Fieldwood Energy I Closing Accounts Payable except to the extent any such reporting, miscalculation, or underpayment claim (i) totals more than \$1,000,000, (ii) arises out of the willful misconduct of the person or persons performing such reporting, calculations, or payments as determined by a final, non-appealable

judgment of a court or other tribunal having jurisdiction) and (iii) is asserted within three (3) years of the Closing Date;

(d) the GOM Shelf and FW GOM Pipeline Payables;

*provided*, that, Fieldwood Energy I Closing Accounts Payable shall exclude:

(i) obligations for FWE I Suspense Funds, Excluded Suspense Funds and Excluded Prepaid JOA Funds;

(ii) Interim Unpaid P&A Expenses;

(iii) obligations to pay Royalties on Hydrocarbons produced from FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties and sold from and after the Effective Date;

(iv) payables to third parties on account of third party working interest owners other than those described in clause (b) above;

(v) any Royalty reporting, miscalculation, or underpayment claim in respect of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties payable on account of Hydrocarbons produced from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties except as described in clause (c) above;

(vi) any fines or penalties levied or imposed by governmental authorities prior to the Effective Time with respect to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(vii) P&A Obligations and Decommissioning expenses; and

(viii) obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order.

***“Fieldwood Energy I Closing Accounts Receivable”*** means all accounts, notes and other receivables of the Sellers attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties as of the Effective Time, including all accounts, notes and other receivables attributable to the sale of oil or gas produced and sold from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties prior to or as of the Effective Time and joint interest billing receivables for expenses paid by the Sellers as of the Effective Time or for which a payable is included in the Fieldwood Energy I Closing Accounts Payable; *provided* “Fieldwood Energy I Closing Accounts Receivable” shall exclude the Specified Excluded Receivables.

***“Fieldwood Energy III”*** means Fieldwood Energy III LLC, a Texas limited liability company.

***“Fieldwood Mexico”*** means Fieldwood Mexico B.V., a Dutch private company.

***“Fieldwood U.A.”*** means Fieldwood Coöperatief U.A.

***“Fieldwood U.A. Interests”*** is defined in Section 1.2(nn).

***“Final Allocation”*** is defined in Section 2.2.

***“Final Order”*** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

***“Financial Statements”*** means (a) the consolidated quarterly financial statements (unaudited) of Sellers for the fiscal quarter ended September 30, 2020 and the elapsed portion of the fiscal year then ended and (b) the consolidated annual financial statements of Sellers for the year ended December 31, 2019.

***“FLTL ERO Backstop Agreement”*** has the meaning set forth in the Plan.

***“FLTL Subscription Rights”*** means the “FLTL Subscription Rights” as defined in the Plan.

***“Foreign Antitrust Approvals”*** is defined in Section 6.5(a).

***“Fourth Amendment to Office Sublease”*** is defined in the definition of Office Sublease.

***“Fraud”*** means common law fraud and requires (a) a false representation with respect to a representation or warranty made by Sellers in Article IV or any certificate delivered by Sellers hereunder, (b) knowledge or belief that the representation was false when made, (c) with intent to induce, and (d) justifiable reliance upon the representation (it being acknowledged that each of Buyer and Buyer 2 has relied on each of the representations in Article IV and the certificates delivered hereunder).

***“Fundamental Representations”*** means the representations and warranties set forth in Section 4.1, Section 4.2, Section 4.3(a), Section 4.4, Section 4.5, Section 4.31(a) and Section 4.31(f).

***“Funding Agreement”*** means a Funding Agreement by and between Buyer and Fieldwood, in the form attached hereto as Exhibit W.

***“FW GOM Pipeline”*** is defined in the preamble.

***“FWE I Assets”*** has the meaning set forth in Part A of Schedule I to the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests and the Specified P&A Equipment.

***“FWE I Obligations”*** has the meaning set forth in Part B of Schedule I to the Plan of Merger.

***“FWE I Oil and Gas Properties”*** has the meaning set forth in Part A of Schedule I to the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests.

***“FWE I Suspense Funds”*** means all funds held in suspense (i) by Fieldwood to the extent attributable to any of the FWE I Assets and (ii) by GOM Shelf, and any interest accrued in escrow accounts for such suspended funds.

***“GAAP”*** means generally accepted accounting principles in the United States of America, consistently applied.

***“GOM Shelf”*** is defined in the preamble.

***“GOM Shelf and FW GOM Pipeline Payables”*** means the payables of GOM Shelf and FW GOM Pipeline as of the Effective Time (as determined consistent with the definition of Fieldwood Energy I Closing Accounts Payable).

***“GOM Shelf Oil and Gas Properties”*** has the meaning set forth in the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests.

***“Governmental Approval”*** means any authorization, consent, approval, exemption, franchise, permit or license of, or filing with, or notice or any other action by, any relevant Governmental Authority.

***“Governmental Authority”*** means any transnational, domestic or foreign governmental or quasi-governmental federal, state, provincial, county, city, regulatory or administrative authority or other political subdivision or any officer, department, bureau, agency, commission, court or other statutory or regulatory body or instrumentality thereof.

***“Governmental Settlement Agreement”*** is defined in Section 6.17.

***“GUC Warrants”*** has the meaning set forth in the Plan.

***“Hedges”*** is defined in Section 1.2(gg).

***“HSR Act”*** means the Hart-Scot-Rodino Antitrust Improvements Act of 1976, and the rules and regulations promulgated thereunder.

***“Hydrocarbons”*** is defined in Section 1.2(f).

**“Imbalance”** means (a) any imbalance between (i) the quantity of Hydrocarbons produced from any well and allocated to a Person from time to time and (ii) the share of such production to which such Person is actually entitled by virtue of its ownership interest in such well or in the lease or unit under which such well is produced and (b) any imbalance between (i) the quantity of Hydrocarbons produced from any oil and gas asset and actually delivered from a Third Person pipeline and allocated to a Person from time to time and (ii) the share of such Hydrocarbons to which such Person is actually entitled to receive from such Third Person pipeline.

**“Implementation Agreement”** means that certain Apache Term Sheet Implementation Agreement dated January 1, 2021, by and between Fieldwood, GOM Shelf, Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.

**“Indemnification Claim”** is defined in Section 13.3(a).

**“Indemnified Party”** means a Party entitled to indemnification under this Agreement, whether on behalf of itself or, with respect to the Sellers, any of the Seller Indemnified Parties.

**“Indemnifying Party”** means a Party from whom indemnification is sought under this Agreement by an Indemnified Party.

**“Indemnitors”** is defined in Section 10.13(b).

**“Initial Allocation”** is defined in Section 2.2.

**“Intellectual Property”** means any and all intellectual property rights or industrial property rights throughout the world, including all (a) national and multinational statutory invention registrations, patents and patent applications of any type issued or applied for in any jurisdiction, including all provisionals, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and the equivalents of any of the foregoing in any jurisdiction, and all inventions disclosed in each such registration, patent or patent application, (b) trademarks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, whether or not registered, in any jurisdiction, and all registrations and applications for registration of the foregoing in any jurisdiction, and all goodwill associated with the foregoing (collectively, **“Trademarks”**), (c) copyrights (whether or not registered) and registrations and applications for registration thereof in any jurisdiction, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, regardless of the medium of fixation or means of expression, (d) trade secrets, information, data, specifications, processes, methods, know-how, formulae, techniques, schematics, drawings, blueprints, utility models, designs, technology, software, inventions, discoveries, ideas and improvements, including manufacturing information and processes, engineering and other manuals and drawings, standard operating procedures, flow diagrams, technical information, research records and similar data and information, (e) database rights, industrial designs and industrial property rights and (f) the right to assert, claim or sue and collect damages for the past, present or future infringement, misappropriation or other violation of any of the foregoing.

**“Interim Period”** means the period from the Execution Date through and including the Closing Date.



***“Interim Unpaid P&A Expenses”*** means all incurred but unpaid expenses incurred by Fieldwood for Plugging and Abandonment costs and expenses on the FWE I Oil and Gas Properties between the filing on August 3, 2020, of the Bankruptcy Cases and the Divisive Merger Effective Time to the extent not paid as of the Divisive Merger Effective Time.

***“Inventory”*** means the Co-Owned Inventory and Other Inventory.

***“IRS”*** means the Internal Revenue Service of the United States.

***“Joint Operating Agreement Amendment”*** means the amendments to jointly owned properties operating agreements with respect to those Co-Owned Leases (or portion thereof) that are not subject to any Assigned Contract that is a joint operating agreement or unit operating agreement with one or more Third Persons, in each case that is in form and substance acceptable to Buyer.

***“JV Assignment Agreement”*** means the Assignment Agreements (or equivalent) and related instruments to be entered into at Closing by the parties thereto with respect to the transfer of the Fieldwood U.A. Interests and the JV Interests pursuant to this Agreement, in each case that is in form and substance acceptable to Buyer.

***“JV Interests”*** is defined in Section 1.2(nn).

***“JV Shares”*** is defined in Section 4.31(c).

***“Knowledge”*** means (a) with respect to Buyer and Buyer 2, the actual knowledge of any executive officer of Buyer or Buyer 2, as applicable, and (b) with respect to the Sellers, the actual knowledge of Thomas Lamme, Mike Dane, William Swingle, Patrick Eiland and John Seeger.

***“Lafayette Lease Agreement”*** means that certain Lease Agreement dated as of April 5, 2017, between Fieldwood and Ronnie White Custom Homes, L.L.C.

***“Law”*** means all laws, constitutions, treaties, statutes, ordinances, rules, regulations, codes, orders, judgments, decrees, orders, writs, injunctions and decisions of any Governmental Authority, or having the effect of law in any applicable jurisdiction, including all principles of common law.

***“Lease Burdens”*** means all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests and similar contractual burdens upon, payable out of or measured by Hydrocarbons produced from or allocated to a Lease; and all rentals, shut-in royalties, minimum royalties and bonus payments under a Lease.

***“Leases”*** means the Co-Owned Leases and Other Leases.

***“Liability”*** means any debt, Loss, obligation, duty, commitment, demand, responsibility, suit, judgment, undertaking, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), Claim or Encumbrance of any kind or nature whatsoever whether known or unknown, disclosed or undisclosed, expressed or implied, primary or secondary, direct or indirect, matured or unmatured,

determined or indeterminable, disputed or undisputed, secured or unsecured, joint or several, asserted or unasserted, fixed, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, whether due or to become due, whether in contract, tort or otherwise, and whether or not required to be accrued on the financial statements of any entity or individual, including those arising under any Law, or imposed by any Governmental Authority or arbitrator of any kind.

***“Licensed Intellectual Property”*** means any and all Intellectual Property (a) owned by a Third Person and licensed or sublicensed to a Seller or for which a Seller has obtained a covenant not to be sued, in each case, under an Assigned Contract and (b) related to the ownership or operation of the Acquired Interests.

***“Liquidating Trust”*** means a liquidating or similar trust as may be established with respect to Sellers’ estates in conjunction with the Bankruptcy Cases.

***“Liquidating Trustee”*** means the trustees or other representative of the Liquidating Trust.

***“Losses”*** and ***“Loss”*** means any and all losses, judgments, damages, liabilities, injuries, costs, interest, taxes, settlements, penalties and fines or expenses (including any incidental, indirect or consequential damages, losses, liabilities or expenses, and any lost profits or diminution in value). As used herein, the term “Losses” includes reasonable attorneys’ fees and other costs and expenses of any Party entitled to defense or indemnity hereunder incident to (a) the investigation and defense of any Claim that results in litigation or the settlement of any Claim or (b) the enforcement of such defense or indemnity rights under this Agreement.

***“Lubrizol Sublease”*** means that certain Sublease, dated December 22, 2018, by and between The Lubrizol Corporation, as sublandlord, and Fieldwood Energy LLC, as subtenant, for Suite 320 in the building known as One Briarlake Plaza and located at 2000 W. Sam Houston Parkway South, Houston, Texas, and that certain Consent to Sublease, effective as of January 29, 2019.

***“Material Adverse Effect”*** means a result, event, occurrence, change, circumstance, development or consequence that, individually or in the aggregate, would reasonably be expected to (a) materially and adversely affect the value, condition (financial or otherwise) or results of operations of the Acquired Interests taken as a whole or (b) materially and adversely affect the ability of the Sellers to perform their obligations under this Agreement or the documents executed in connection herewith or consummate the transactions contemplated herein and therein; *provided*, that, with respect to clause (a) only, any result, event, occurrence, change, circumstance, development or consequence to the extent resulting from any of the following matters shall not be taken into account in determining whether a Material Adverse Effect has occurred: (i) changes in financial or securities markets generally; (ii) changes in general economic or political conditions in the United States or worldwide; (iii) changes in conditions or developments generally applicable to the oil and gas industry in the area where the Acquired Interests are located, including, but not limited to, changes in the market price of oil and natural gas; (iv) actions taken after the date of this Agreement as required by this Agreement or with the written consent of Buyer; (v) the commencement or pendency of the Bankruptcy Cases and any adverse effects resulting therefrom, (vi) entering into this Agreement or the announcement of the transactions contemplated hereby (provided, that this clause (vi) shall not be excluded with respect to the representations and

warranties and related conditions contained in this Agreement that address the consequences of the execution, announcement or performance of this Agreement or the consummation of the transactions contemplated hereby); (vii) acts of God, including hurricanes, storms or other naturally occurring events; (viii) acts or failures to act of Governmental Authorities, except as a result of any action or inaction by or on behalf of the Sellers; **[(ix) matters expressly disclosed on any Exhibit or Annex to this Agreement or in the Disclosure Schedules]**; (x) any epidemic, pandemic or disease outbreak (including the COVID-19 virus) or hostilities, terrorist activities or war or any similar disorder and, in each case, governmental actions related thereto; (xi) matters that are cured or no longer exist by the earlier of Closing and the termination of this Agreement; (xii) any change in laws or in GAAP and any interpretations thereof from and after the Execution Date; (xiii) any reclassification or recalculation of reserves in the ordinary course of business; (xiv) natural declines in well performance; (xv) the departure of officers or directors of the Sellers after the Execution Date; (xvi) any objections in the Bankruptcy Court to (A) this Agreement and the other Ancillary Documents and the transactions contemplated hereby and thereby, (B) the reorganization of any Seller and any related plan of reorganization or disclosure statement or (C) the Plan of Merger or transactions contemplated thereby; and (xvii) any order of the Bankruptcy Court (except any such order that would preclude or prohibit the Sellers from consummating the transactions contemplated by this Agreement) or any actions or omissions of the Sellers in compliance therewith; *provided*, that, with respect to clauses (i) through (iii), (vii), (viii), (x) and (xii) any such result, event, occurrence, change, circumstance, development or consequence shall not be disregarded to the extent that it has had a disproportionate effect on the Acquired Interests relative to similar oil and gas assets in the Gulf of Mexico held by other participants in the industries in which the Acquired Interests are operated.

**“Material Contract”** is defined in Section 4.14(a).

**“Mexico JV”** is defined in Section 1.2(nn).

**“Net Revenue Interest”** means, with respect to each Lease and Scheduled Well, the interest in and to all Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well, after giving effect to all valid Lease Burdens, carried interests, reversionary interests and other similar interests constituting burdens upon, measured by or payable out of Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well.

**“New Equity Interests”** has the meaning set forth in the Plan.

**“New Money Warrants”** has the meaning set forth in the Plan.

**“Non-Recourse Party”** is defined in Section 12.14.

**“Non-Transferred Asset”** is defined in Section 10.3(b).

**“NORM”** means naturally occurring radioactive material.

**“Notice”** is defined in Section 12.2.

“**NPA**” means that certain Non-Prosecution Agreement dated as of February 9, 2021, entered into between Fieldwood and the United States Attorney’s Office for the Eastern District of Louisiana.

“**Office Assets**” is defined in Section 1.2(dd).

“**Office Assets Conveyance**” means that Bill of Sale, Assignment and Assumption Agreement to be entered into at the Closing by the parties thereto, in the form attached as **Exhibit K** hereto.

“**Office Sublease**” means that certain Sublease Agreement, dated as of September 30, 2013, between Apache Corporation, as sublessor, and Fieldwood, as sublessee, for space in the building known as One BriarLake Plaza located at 2000 West Sam Houston Parkway South, Houston, Texas, as amended by (i) First Amendment to Sublease Agreement, dated as of January 2, 2014, (ii) Second Amendment to Sublease Agreement, dated as of September 7, 2017, (iii) Third Amendment to Sublease Agreement, dated as of May 28, 2018, and (iv) Fourth Amendment to Sublease, dated as of \_\_\_\_\_, 2020 (the “**Fourth Amendment to Office Sublease**”).

“**Organizational Documents**” is defined in Section 4.31(b).

“**OSFR**” means Oil Spill Financial Responsibility.

“**Other Assets**” is defined in Section 1.2(n).

“**Other Assigned Contracts**” means all Assigned Contracts other than the Co-Owned Assigned Contracts.

“**Other Easements**” is defined in Section 1.2(q).

“**Other Field Assets**” means the Other Leases, Other Subject Units, Other Easements, Other Wells and Other Inventory.

“**Other Field Data**” is defined in Section 1.2(w).

“**Other Inventory**” is defined in Section 1.2(s).

“**Other Leases**” is defined in Section 1.2(o).

“**Other Records**” is defined in Section 1.2(x).

“**Other Scheduled Wells**” is defined in Section 1.2(r).

“**Other Subject Unit**” is defined in Section 1.2(p).

“**Other Subject Unit Agreement**” is defined in Section 1.2(p).

“**Other Wells**” is defined in Section 1.2(r).

**“Owned Intellectual Property”** means any and all Intellectual Property (except for Trademarks) (a) owned or purported to be owned by any Seller and (b) related to the ownership or operation of the Acquired Interests.

**“P&A Obligations”** means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

**“Parties”** and **“Party”** are defined in the preamble.

**“Permit”** means any permit, license, authorization, certificate, registration, franchise, exemptions, waiver, consent, approval or other similar rights or privileges granted by any Governmental Authority.

**“Permitted Encumbrances”** means:

(a) easements, restrictive covenants, servitudes, permits, surface leases and other rights with respect to surface operations, and rights-of-way on, over or in respect of any of the Acquired Interests that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests and which are of a nature that would be reasonably acceptable to a prudent owner or operator of oil and gas properties;

(b) all applicable Laws and all rights reserved to or vested in any Governmental Authority: (1) to control or regulate the Assets in any manner, (2) by the terms of any right, power, franchise, grant, license or Permit issued by any Governmental Authority, or by any provision of applicable Law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any Asset; (3) to use such Asset in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (4) to enforce any obligations or duties affecting the Assets to any Governmental Authority with respect to any franchise, grant, license or permit, excluding in each case of clauses (1) through (4) any such rights or Laws resulting from any breach, default, violation or non-compliance with any Law or Permit;

(c) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters (including dedications thereof) contained in (1) the Leases, (2) the Assigned Contracts, (3) the Preferential Rights disclosed on **Schedule 4.8(a)**, and (4) the Easements, but excluding in each case of clauses (1) through (4) any such terms, conditions, restrictions, reservations, exceptions, limitations or other matters resulting from any breach, violation, default or non-compliance;

(d) Encumbrances for Taxes or assessments not yet due and payable or, if due and payable, those Taxes or assessments that are being contested in good faith by proceedings diligently conducted in the normal course of business and for which adequate reserves have been established in accordance with applicable accounting principles;

(e) mechanic’s, materialmen’s, carrier’s, supplier’s, vendor’s, repairer’s or other similar statutory Encumbrances arising in the ordinary course of business securing obligations that are (i) not yet delinquent or (ii) satisfied, settled, released or discharged pursuant to the Plan and Confirmation Order;

(f) utility easements, restrictive covenants, zoning, entitlement, building, subdivision and other similar restrictions that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests and which are of a nature that would be reasonably acceptable to a prudent owner or operator of offshore oil and gas properties;

(g) Encumbrances created by Buyer, Buyer 2 or any of their respective successors or assigns;

(h) any lessor's, operator's, working interest owner's or other inchoate or undetermined Encumbrance or charge (whether statutory or contractual) constituting or securing the payment of Lease Burdens or of expenses which were or will be incurred in the ordinary course of business and incidental to the maintenance, development, production or operation of any Acquired Interest, to the extent the same are satisfied, settled, released or discharged pursuant to the Plan and Confirmation Order;

(i) Lease Burdens, division orders, carried interests, rights to recoupment, unitization, pooling, proration and spacing designations, orders and agreements, reversionary interests, rights to take in kind, and any other similar Encumbrance;

(j) any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, right of first refusal, restriction, encroachment, defect, or other arrangement substantially equivalent thereto, or other defect or irregularity of any kind, in each case, that will be permanently and fully extinguished with respect to the Acquired Interests pursuant to the Confirmation Order;

(k) all Governmental Approvals in connection with the conveyance of the Acquired Interests, if the same are permitted to be received after Closing and are customarily sought and received after Closing;

(l) such other defects or irregularities of title or encumbrances as Buyer or Buyer 2 may expressly waive in writing;

(m) any maintenance of uniform interest provision in a joint or unit operating agreement if waived by the party or parties having the right to enforce such provision;

(n) any Encumbrance affecting the Assets that is permanently and fully discharged by the Sellers at or prior to the Closing;

(o) non-exclusive licenses of, to or under any Intellectual Property granted in the ordinary course of business;

(p) rights of a common owner of any interest in rights-of-way, Permits or easements (including Easements) held by the Sellers and such common owner as tenants in common or through common ownership that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests;



(q) any matters set forth on Exhibit A or Exhibit C, all litigation and claims set forth on Schedule 4.6, and all Imbalances set forth on Schedule 4.15; and

(r) all depth restrictions or limitations applicable to any Acquired Interests to the extent set forth on Exhibit A or Exhibit C.

**“Person”** means any individual, corporation, limited liability company, partnership, trust, joint stock company, joint venture, association, unincorporated organization, Governmental Authority or any other form of entity.

**“Personal Information”** is defined in Section 4.25(i).

**“Petition Date”** means August 3, 2020.

**“Plan”** means the joint plan filed by the Debtors under chapter 11 of the Bankruptcy Code implementing the restructuring transactions, including the transaction contemplated in this Agreement, which plan shall be in substantially the same form and substance as the plan filed by the Debtors on January 1, 2021, at Docket No. 722 in the Bankruptcy Court, as may be amended, modified or supplemented by the Plan Supplement or otherwise from time to time in accordance with the Restructuring Support Agreement.

**“Plan of Merger”** means the form of Agreement and Plan of Merger of Fieldwood into Fieldwood Energy I and Fieldwood Energy III which is attached as Exhibit 5 to the Implementation Agreement.

**“Plan Supplement”** has the meaning set forth in the Plan.

**“Plugging and Abandonment”** and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Oil and Gas Properties, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Oil and Gas Properties, the flushing, pickling, burial, removal, and capping of all associated flowlines, field transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Environmental Contaminants and obligations to obtain plugging exceptions for any of the FWE I Oil and Gas Properties, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Oil and Gas Properties, or similar leasehold interests, beneficial interests, easements and the FWE I Oil and Gas Properties.

**“Post-Closing Consent Period”** is defined in Section 2.3(d).

**“Post-Closing Tax Period”** means any taxable period beginning after the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

**“Pre-Closing Tax Period”** means any taxable period ending on or before the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period ending on and including the Closing Date.

**“Preferential Right”** means any preferential right to purchase, right of first refusal, right of first offer or similar right that is applicable to the Acquired Interests or the Assigned Contracts and the operation of which is triggered by the transactions contemplated in this Agreement.

**“Prepaid JOA Funds”** is defined in Section 10.2(b).

**“Production Taxes”** means any and all severance, production, gathering, Btu or gas, transportation, gross receipts, utility, excise and other similar taxes (other than Property-Related Taxes, Transfer Taxes and taxes based on or measured by income or gross or net worth) relating to the production, gathering or transportation of Hydrocarbons, or increases therein, and any interest or penalties thereon.

**“Property-Related Taxes”** means any and all ad valorem, property, generation, conversion, privilege, consumption, lease, transaction and other taxes, franchise fees, governmental charges or fees, licenses, fees, permits and assessments, or increases therein, and any interest or penalties thereon.

**“Records”** means the Co-Owned Records and Other Records.

**“Release”** means any release, disposal, spilling, leaking, pouring, emission, emptying, discharge, injection, escape, transmission, leaching or dumping, or any threatened release, of any Environmental Contaminants from, or related in any way to the use, ownership or operation of, the Acquired Interests.

**“Release Document”** means a Credit Bid and Release Agreement in the form attached hereto as Exhibit S.

**“Remaining Accounts”** is defined in Section 10.12(d).

**“Representatives”** means, with respect to a Person, the directors, managers, shareholders, members, partners, officers, employees, consultants, advisors, agents or other representatives, including legal counsel, accountants, investment bankers and financial advisors of (i) such Person, (ii) such Person’s Affiliates, (iii) the successors and assigns of such Person and (iv) the successors and assigns of such Person’s Affiliates.

**“Required Consent”** is defined in Section 2.3(b).

**“Restructuring Support Agreement”** means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Fieldwood, certain of its affiliates specified therein, the Consenting Creditors, and Apache Corporation, as the same may be amended, restated, or otherwise modified in accordance with its terms.

**“Retained Liabilities”** is defined in Section 11.2.

**“Royalties”** means all minimum royalties, shut-in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, or the proceeds thereof to third parties.

**“RUE”** is defined in Section 10.14.

**“Section 6.8 Employee”** means each of those employees of Sellers specified on [insert reference to email of counsel].

**“Scheduled Wells”** means the Co-Owned Scheduled Wells and Other Scheduled Wells.

**“Second Lien Backstop Commitment Letter”** has the meaning set forth in the Plan.

**“Seller”** and **“Sellers”** is defined in the preamble.

**“Seller Employees”** is defined in Section 4.17(a).

**“Seller Indemnified Parties”** is defined in Section 13.2.

**“Seller IT Assets”** means any and all computers, networks, systems, printers, software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment, and all associated documentation, owned or purported to be owned by any Seller.

**“Seller Marks”** mean Trademarks owned by any Seller, including “Fieldwood,” and any variations thereof.

**“Seller Related Parties”** is defined in Section 4.24.

**“SEMS Bridging Agreement”** means that Bridging Agreement by and among Buyer, Fieldwood Energy I and GOM Shelf, in the form attached hereto as Exhibit Q.

**“SLTL ERO Backstop Agreement”** has the meaning set forth in the Plan.

**“SLTL Subscription Rights”** has the meaning set forth in the Plan.

**“SLTL Warrants”** has the meaning set forth in the Plan.

**“Specified Excluded Receivables”** means each of the following:

(a) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities and insurance policies, in each case to the extent relating to the FWE I Assets and surety bonds, all OSFR coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of the Sellers, in each case to the extent for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties or GOM Shelf,

including the P&A Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on **Exhibit U**;

(b) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding any accounts, notes or other receivables attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties or of GOM Shelf); *provided*, that nothing in this clause (b) shall be interpreted to limit the scope of Fieldwood Energy I Closing Accounts Receivable;

(c) claims of indemnity, contribution, or reimbursement of the Sellers or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf;

(d) receivables of the Sellers for imbalances attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(e) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of the Sellers attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(f) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, to the extent such cash amounts are associated with FWE I Obligations; and

(g) rights to receive and collect cash and advance payments, in each case pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to the extent such cash and advance payments are associated with FWE I Obligations.

***“Specified Oil and Gas Interests”*** means the assets listed on **Exhibit Y**.

***“Specified P&A Equipment”*** means the equipment listed on **Exhibit Z**.

***“Specified Section 6.10 Contract(s)”*** means those certain contracts and/or agreements specified on **[insert reference to email of counsel]**.

***“ST 308 Performance Bond”*** means that ST 308 Performance Bond to be entered into by and among Buyer, Apache Corporation and the surety named therein, a form of which is attached as **Exhibit R** hereto.

***“Straddle Period”*** means any taxable period beginning on or prior to the Closing Date and ending after the Closing Date.

***“Subject Unit Agreement”*** means the Co-Owned Subject Unit Agreements and Other Subject Unit Agreements.

**“Subject Units”** means the Co-Owned Subject Units and Other Subject Units.

**“Subscription Rights”** has the meaning set forth in the Plan.

**“Subsidiary”** means, with respect to any Person, any entity of which such first Person (either alone or through or together with any other Person pursuant to any contract) (a) owns, directly or indirectly, securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other governing body of such corporation, partnership, limited liability company, joint venture or other entity or other persons performing similar functions or (b) acts as the managing member or general partner of such other Person that is a partnership, limited liability company, joint venture or other entity.

**“Suspense Funds”** means those proceeds of production and associated penalties and interest in respect of any Field Assets or any Hydrocarbons produced from or attributable to any Field Assets that belong to one or more Third Persons and are being held in suspense by any Seller or any Affiliate thereof.

**“Tail Policy”** means the directors and officers insurance policies of the Sellers, including that certain policy issued by Sampo International (Endurance American Insurance Company), Policy Number BLP300011112000, and each additional layer of directors and officers insurance held by the Sellers.

**“Tax”** means (i) all U.S. federal, state, local or non-U.S. taxes, including all income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, environmental, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, windfall profit, social security, surcharge, impost, unemployment, disability, health, real property, personal property, mortgage, production, sales, use, occupancy, transfer, registration, alternative or add-on minimum, estimated or other similar tax of any kind whatsoever or any assessment, duty, levy, fee or charge of any kind in the nature of (or similar to) taxes imposed by any Governmental Authority, and including any interest, penalty, or addition thereto, (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any other person, including as a transferee or successor, whether imposed by Law or Contract and (iii) in the case of Fieldwood U.A. and Fieldwood Mexico or any of their respective Subsidiaries, any liability for the payment of amounts determined by reference to amounts described in clauses (i) and (ii) as a result of being or having been a member of any Company Group (including, in each case, for any Tax purposes or by operation of Law), as a result of any obligation under any agreement or arrangement (including any Tax Sharing Agreement), as a result of being a transferee or successor, or by Contract.

**“Tax Return”** means any return, claim for refund, declaration, disclosure, election, report, statement, information return or other similar document (including any related or supporting information, amendments, schedule or supplements of any of the foregoing) filed or required to be filed with any Governmental Authority with respect to Taxes.

**“Tax Sharing Agreement”** means any agreement or arrangement, including any Tax sharing, allocation, indemnification, reimbursement, receivables or similar agreement entered into

prior to the Closing binding Fieldwood U.A. or Fieldwood Mexico or any of their respective Subsidiaries that provides for the allocation, apportionment, sharing or assignment of any Tax liability or Tax benefit, or the transfer or assignment of income, revenues, receipts, or gains for the purpose of determining any Person's Tax liability (other than any customary commercial contract entered into in the ordinary course of business the principal subject matter of which is not Taxes).

**"Third Person"** means any Person other than the Sellers, Buyer or Buyer 2.

**"Toggle Date"** has the meaning set forth in the Plan.

**"Trademarks"** is defined in the definition of Intellectual Property.

**"Transfer Documents"** means each Assignment, Bill of Sale and Conveyance, the Assignment and Assumption Agreement, the Office Assets Conveyance, the Assignment of Leases and Subleases and each JV Assignment Agreement.

**"Transfer Taxes"** means any sales, use, goods and services, value added, stock, stamp, document, filing, recording, registration and similar tax or charge (including any interest or penalties thereon and the cost of preparing any Tax Returns with respect thereto).

**"Transferred Employee"** is defined in Section 6.8(a).

**"Transferred Intellectual Property"** means the Owned Intellectual Property and Licensed Intellectual Property.

**"Trust Agreement"** means that certain Trust Agreement dated September 30, 2013 by and among Fieldwood and GOM Shelf, as Settlers and Primary Beneficiaries, and Apache Corporation, Apache Shelf, Inc., Apache Deep Water LLC and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended.

**"TSA"** means that Transition Services Agreement to be entered into by Buyer, Fieldwood Energy I and GOM Shelf in the form attached as **Exhibit P** hereto.

**"Undisbursed Revenue"** means those proceeds of production and associated penalties and interest in respect of any Field Assets or any Hydrocarbons produced from or attributable to any Field Assets that belong to one or more Third Persons and have been received by, and at the Closing are being held by, the Sellers on account of such Third Persons for disbursement to such Third Persons after the Closing.

**"Unit"** means a unit for the production and operation of a Hydrocarbon well created by the pooling, unitization or communitization, whether voluntary or governmental, of any or all portions of any Leases and the lands covered thereby with other oil and gas leases or lands.

**"Warehouse Lease"** means that certain Lease dated as of November 15, 2019, by and between Cheyenne Services, LLC, as lessor, and Fieldwood Energy LLC, as lessee, for leased premises located at 108 Galbert Rd., Lafayette, LA, as amended by (i) First Amendment to Lease, executed April 26, 2020 and (ii) Second Amendment to Lease, executed November 10, 2020.



“**Wells**” means the Co-Owned Wells and Other Wells.

“**Working Capital Assets**” means, without duplication, (a) the current assets of the Sellers as of immediately prior to the Effective Time; *provided* that this clause (a) shall include only the types of current assets set forth as line items under the header “Current Assets” on **Exhibit X**, excluding the Specified Excluded Receivables, and (b) the Fieldwood Energy I Closing Accounts Receivable. For the avoidance of doubt, Working Capital Assets shall not include any cash, including Suspense Funds, Undisbursed Revenue and Prepaid JOA Funds.

“**Working Capital Liabilities**” means, without duplication, (a) the current liabilities of the Sellers as of immediately prior to the Effective Time; *provided* that this clause (a) shall include only the types of current liabilities set forth as line items under the header “Current Liabilities” on **Exhibit X**, excluding any prepetition accounts, Interim Unpaid P&A Expenses, obligations for FWE I Suspense Funds, Excluded Suspense Funds or Excluded Prepaid JOA Funds, P&A Obligations and Decommissioning expenses or any obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order, and (b) the Fieldwood Energy I Closing Accounts Payable; *provided, further*, that in no event shall Working Capital Liabilities include Effective Date Cash Obligations.

“**Working Interest**” means, with respect to each Lease and Scheduled Well, the interest that represents the ownership of the oil and gas leasehold estate created by such Lease or Scheduled Well and that is burdened with the obligation to bear and pay costs of operations on or in respect of such Lease or Scheduled Well.

[End of Annex I]

*Draft 3/15/2021*

**EXHIBITS AND SCHEDULES**  
**to the**  
**PURCHASE AND SALE AGREEMENT**  
**AMONG**  
**FIELDWOOD ENERGY LLC**  
**AND**  
**ITS AFFILIATES SIGNATORY HERETO**  
**AS SELLERS**  
**AND**  
[\_\_\_\_\_] **AS BUYER**  
**AND**  
[\_\_\_\_\_] **AS BUYER 2**  
**DATED**  
[\_\_\_\_\_] [\_\_\_\_], 2021

**EXHIBIT LIST**

<b><u>Exhibit</u></b>	<b><u>Title</u></b>
EXHIBIT A	Leases
EXHIBIT B	Easements
EXHIBIT C	Scheduled Wells
EXHIBIT D	Platforms and Facilities
EXHIBIT D-1	Inventory
EXHIBIT E	Permits
EXHIBIT F	Seismic Data
EXHIBIT G	Form of Assignment, Bill of Sale and Conveyance for Co-Owned Assets
EXHIBIT H	Form of Assignment, Bill of Sale and Conveyance for Other Assets
EXHIBIT I	Form of Assignment and Assumption Agreement
EXHIBIT J	Form of Assignment of Leases and Subleases
EXHIBIT K	Form of Office Assets Conveyance
EXHIBIT L	[Reserved]
EXHIBIT M	[Reserved]
EXHIBIT N	[Reserved]
EXHIBIT O	[Reserved]
EXHIBIT P	Form of Transition Services Agreement
EXHIBIT Q	Form of SEMS Bridging Agreement
EXHIBIT R	Form of ST 308 Performance Bond
EXHIBIT S	Form of Release Document
EXHIBIT T	Form of Farmout Agreement
EXHIBIT U	[Reserved]
EXHIBIT V	[Reserved]
EXHIBIT W	Form of Funding Agreement
EXHIBIT X	Working Capital
EXHIBIT X-1	Working Capital Estimate
EXHIBIT Y	Specified Oil and Gas Interests

EXHIBIT Z Specified P&A Equipment

**SCHEDULE LIST**

<b><u>Schedule</u></b>	<b><u>Title</u></b>
Schedule 1.2	Applicable Shared Asset Interests
Schedule 1.3(d)	Scheduled Exclusions
Schedule 4.6	Litigation
Schedule 4.7	Governmental Approvals
Schedule 4.8(a)	Preferential Rights
Schedule 4.8(b)	Applicable Consents
Schedule 4.9	Taxes
Schedule 4.9(p)	Entity Classifications
Schedule 4.12	Environmental Matters
Schedule 4.13	Payments
Schedule 4.14	Material Contracts
Schedule 4.14(c)	Leases and Easements
Schedule 4.15	Imbalances
Schedule 4.16(a)	AFEs
Schedule 4.16(b)	Cash Calls
Schedule 4.18	Employee Benefits
Schedule 4.19	Non-Consent Operations
Schedule 4.20	Suspense Funds
Schedule 4.21	Payout Balances
Schedule 4.22	Title Matters
Schedule 4.22(d)	Owned Real Property
Schedule 4.23	Insurance
Schedule 4.24	Related Party Transactions
Schedule 4.25(a)	Owned Intellectual Property
Schedule 4.27	Material Liabilities
Schedule 4.28(b)	Absence of Certain Changes

<b><u>Schedule</u></b>	<b><u>Title</u></b>
Schedule 4.31(c)	Equity Interests of Fieldwood Mexico and Subsidiaries
Schedule 4.31(d)	Fieldwood U.A. Interests
Schedule 4.31(f)	Fieldwood U.A. Liabilities
Schedule 5.1(c)	Buyer Grandparent Equity Interests
Schedule 5.7	Buyer Governmental and Third Person Consents
Schedule 5.9	Lease Bonds, Area-Wide Bonds, Surety Bonds and Insurance Policies
Schedule 6.1(a)	Sellers' Required Operations
Schedule 6.1(b)	Sellers' Disallowed Operations
Schedule 6.7(g)	Required Assigned 365 Contracts
Schedule 6.22	Seller Employees
Schedule 7.3(i)	Required Novations
Schedule 7.3(l)	Required Governmental Approvals
Schedule 10.13(a)	Existing D&O Indemnification Terms
Schedule 10.13(e)	D&O Indemnified Parties
Schedule 10.14	Right of Use Easements (RUEs)

[End of List of Exhibits and Schedules]

**Exhibit A**  
**Leases<sup>1</sup>**

**Part 1. Co-Owned Leases**

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 32 (S/2)	OCS-00174	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in S/2 of Block 32, Grand Isle Area, from 12,756' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in S/2 of Block 32, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 39 (E/2)	OCS-00126	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in W/2 of Block 39, Grand Isle Area, from 12,256' TVDSS to 18,000' TVDSS	
					BP E&P	25% operating rights in W/2 of Block 39, Grand Isle Area, from 18,000' feet TVDS to 99,999' TVDS	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 39 (W/2)	OCS-00127	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in W/2 of Block 39, Grand Isle Area, from 12,256' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in W/2 of Block 39, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 40	OCS-00128	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 40, Grand Isle Area, from 12,469' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 40, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	

<sup>1</sup> The references in this Exhibit A to Field, Seller, Operator, Interest in Lease and Lease Status are not intended to limit in any way the scope of any Assigned Interests or who is a Seller with respect to any Lease.

<sup>2</sup> Unless otherwise indicated on this exhibit, no operating rights for any OCS lease that is listed in either table of this exhibit as to which a Seller is listed as having a record title interest have been severed from the record title for such lease.



Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 41 (E/2)	OCS-00129	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in E/2 of Block 41, Grand Isle Area, from 14,123' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in E/2 of Block 41, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 41 (W/2)	OCS-00130	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in W/2 of Block 41, Grand Isle Area, from 14,123' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in W/2 of Block 41, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 42	OCS-00131	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 42, Grand Isle Area, from 12,504' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 42, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 43	OCS-00175	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 43, Grand Isle Area, from 12,830' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 43, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 44 (N/2)	OCS-00176	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in N/2 of Block 44, Grand Isle Area, from 13,102' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in N/2 of Block 44, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 46	OCS-00132	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 46, Grand Isle Area, from 12,792' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 46, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 47	OCS-00133	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 47, Grand Isle Area, from 15,742' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 47, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 48	OCS-00134	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 48, Grand Isle Area, from 16,812' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 48, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 52 (N/2)	OCS-00177	Federal	FEO	GOM Shelf	25% record title	UNIT
					BP E&P	25% operating rights in N/2 of Block 52, Grand Isle Area, as to all depths below 17,651 feet TVDSS down to 99,999 feet TVDSS	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 67 (S/2)	OCS-00179	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in S/2 of Block 67, West Delta Area, from 11,650' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in S/2 of Block 67, West Delta Area, as to depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 68 (S/2)	OCS-00180	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in S/2 of Block 68, West Delta Area, from 13,225' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in S/2 of Block 68, West Delta Area, as to depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 69	OCS-00181	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 69, West Delta Area, from 13,102' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 69, West Delta Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 70	OCS-00182	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 70, West Delta Area, from 13,182' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 70, West Delta Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 71	OCS-00838	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 71, West Delta Area, from 13,357' TVDSS to 18,000' SSTVD	
					BP E&P	25% operating rights in all of Block 71, West Delta Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 94	OCS-00839	Federal	FEO	GOM Shelf	25% record title	PROD
						25% operating rights in all of Block 94, West Delta Area, from 13,159' SSTVD to 99,999' SSTVD	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 95	OCS-G 01497	Federal	FEO	GOM Shelf	25% record title	PROD
						25% operating rights in the S1/2SE1/4; S1/2N1/2SE1/4; SE1/4SW1/4; S1/2SW1/4SW1/4 of Block 95, West Delta Area, from the surface of the earth down to and including 7,369 feet subsea	
						25% operating rights in N1/2; N1/2N1/2SE1/4; N1/2SW1/4; N1/2SW1/4SW1/4 of Block 95, West Delta Area, from 13,601' SSTVD to 99,999' SSTVD	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 96	OCS-G 01498	Federal	FEO	GOM Shelf	25% record title	PROD
					GOM Shelf	25% operating rights in all of Block 96, West Delta Area, from 13,399' TVDSS to 18,000' SSTVD	
					BP E&P	25% operating rights in all of Block 96, West Delta Area, from 18,000' TVDSS to 99,999' TVDSS	
Grand Isle 110/116	GI 110	OCS-G 13943	Federal	FEO	Fieldwood	50% record title	UNIT

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 110/116	GI 116	OCS-G 13944	Federal	FEO	Fieldwood	50% record title	UNIT
						50% operating rights as to depths from 19,402' SSTVD to 99,999' SSTVD	
Mississippi Canyon 109	MC 110	OCS-G 18192	Federal	FEO	Fieldwood	8.33334% record title	PROD
						8.33334% operating rights in all of Block 110, Mississippi Canyon, from 6,688' TVDSS to 99,999' TVDSS	
South Marsh Is. 39	SM 48	OCS-00786	Federal	Fieldwood	Fieldwood	3.0% ORRI as to production from the OCS 786 E002 ST1 well (API No. 17-707-20028-01), OCS 786 E003 ST1 BP1 well (API No. 17-707-20033-02), OCS 786 E004 ST1 well (API No. 17-707-20040-01) and OCS 786 E007 well (API No. 17-707-40923-00) <sup>3</sup>	PROD
South Marsh Is. 40/41/44	SM 41	OCS-G 01192	Federal	FEO	FEO (in part) and Sanare Energy Partners, LLC (in part)	100.0% operating rights in E1/2 of Block 41, South Marsh Island Area, from the surface of the earth down to 11,500' TVD	PROD
South Marsh Is. 136/137/149/150	SM 149	OCS-G 02592	Federal	FEO	Fieldwood	50% record title	PROD
						4.2% ORRI as to production from the South Marsh Island 149 #D001 well (API 177084094401)	
						50% operating rights in all of Block 149, South Marsh Island Area, South Addition, from 7,386' SSTVD to 99,999' SSTVD	
South Pass 60	SP 61	OCS-G 01609	Federal	FEO	Fieldwood	18.8% ORRI <sup>4</sup>	UNIT
South Timbalier 53/67/68	ST 53	OCS-G 04000	Federal	FEO	Fieldwood	50% record title	PROD
						50% operating rights in all of Block 53, South Timbalier Area, from the surface to 6,782' SSTVD	
						50% operating rights in all of Block 53, South Timbalier Area, from 6,782' SSTVD to 99,999' SSTVD.	
South Timbalier 53/67/68	ST 67	OCS-00020	Federal	Dynamic Offshore Resources NS	Fieldwood	20.334% contractual working interest in all of Block 67, South Timbalier Area	UNIT

<sup>3</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

<sup>4</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

**Part 2. Other Leases**

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Breton Sound 25	BS 25 (portion)	19718	SL- LA	FEO	--	25% working interest	Active
			recorded in Plaquemines Parish, Louisiana at COB 1190, Page 672, File No. 2008-00005015				
Breton Sound 25	BS 25 (portion)	OCS-G 31442	Federal	FEO	Tana Exploration	25% record title	UNIT
Breton Sound 52/53 Fed / SL La	BS 45 (portion)	15683	SL- LA	FEO	—	37.5% working interest in that portion of the lease within the boundary of the UV B RA VUA from the depths between 10,596' MD and 10,822' MD in the electric log for the Century – SL 17675 #1 well	Active
			recorded in Plaquemines Parish, Louisiana at COB 908, Page 425, Entry No. 80				
Breton Sound 52/53 Fed / SL La	BS 52 (portion)	17675	SL- LA	FEO	—	37.5% working interest insofar and only insofar as said lease covers depths between 10,596' measured depth and 10,822' measured depth in the electric log for the Century-UV B RA VUA; SL 17675 #1 well	Active
			recorded in Plaquemines Parish, Louisiana at COB 1038, Page 318, File No. 03000546				
Breton Sound 52/53 Fed / SL La	BS 52 (portion)	17860	SL- LA	FEO	—	15% working interest from the base of the UV3 B1 Sand and below within the confines of the VUC 387.59 acres	Active
			recorded in Plaquemines Parish, Louisiana at COB 1055, Page 632, File No. 03007020				
East Cameron 345	EC 345	OCS-G 15156	Federal	FEO	Talos ERT LLC	0.8% ORRI	PROD
Green Canyon 64/65/108/109/243	GC 243	OCS-G 20051	Federal	FEO	Hess (in part) and Walter (in part)	4.655% ORRI insofar as the lease covers (i) the NW1/4SW/4 and S/2S/2 of Block 243, Green Canyon, from the surface to a total vertical depth of 20,500' subsea and (ii) the N1/2, NE1/4SW1/4 and N1/2SE1/4 of Block 243, Green Canyon, from the surface to a total vertical depth of 24,000' subsea (other than for the well specified below)	PROD
						3.92% ORRI in the Green Canyon 243 SS 005 ST01 BP00 (API #608114045701), increasing to 4.655% upon the production of 5.8 million barrels of oil equivalent from this well	
High Island 176	HI 176	OCS-G 27509	Federal	FEO	Castex Offshore	2.5% ORRI	PROD
Onshore/ State	-	23017	SL-MS	FW SD	Tellus Operating	0.5% ORRI	

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Lease					Group LLC		
						recorded in Wayne County, Mississippi	
Onshore/ State Lease	-	170650	SL-MS	FW SD	Whiting Oil & Gas	0.7% ORRI	
						recorded in Jasper County, Mississippi	
Onshore/ State Lease	-	230140	SL-MS	FW SD	Black Jack Oil Co	0.5% ORRI	
						recorded in Franklin County, Mississippi	
Onshore/ State Lease	-	230150	SL-MS	FW SD	Wilcox Energy Co	0.5% ORRI	
						recorded in Franklin County, Mississippi	
Onshore/ State Lease	-	231240	SL-MS	FW SD	Wilcox Energy Co	0.5% ORRI	
						recorded in Franklin County, Mississippi	
Ship Shoal 79/80	SS 79	OCS-G 15277	Federal	FEO	ANKOR Energy (in part) and FEO (in part)	33% record title 51% operating rights in all of Block 79, Ship Shoal Area, from the surface to one hundred feet below the stratigraphic equivalent of 11,318' true vertical depth as seen in the electric log for the electric log dated March 7, 2001 for the OCS-G 15277 Well No. 2	PROD
Ship Shoal 301 <sup>5</sup>	SS 301	OCS-G 10794	Federal	FEO	FEO	65% record title 100% operating rights in all of Block 301, Ship Shoal Area, from the surface down to and including a depth of 13,000' total vertical depth	SOP thru 1/31/2021
Vermilion 78	VR 78	OCS-G 04421	Federal	Fieldwood FEO Fieldwood FEO	Fieldwood	37.5% record title 62.5% record title 18.75% operating rights in all of Block 78, Vermilion Area, from 11,953' TVDSS to 99,999' TVDSS 62.5% operating rights in all of Block 78, Vermilion Area, from 11,953' TVDSS to 99,999' TVDSS	PROD
Vermilion 229	VR 229	OCS-G 27070	Federal	FEO	FEO Tana Exploration	50.0% record title as to E1/2; E1/2W1/2 of Block 229, Vermilion Area 50.0% record title as to W1/2W1/2 of Block 229, Vermilion Area	PROD
Vermilion 362/371	VR 362	OCS-G 10687	Federal	Fieldwood Bandon	FEO	33.33333% record title 66.66667% record title	UNIT

<sup>5</sup> Fieldwood's overriding royalty interest in this lease is not being conveyed hereunder.



Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
				Fieldwood		16.66667% operating rights in all of Block 362, Vermilion Area, South Addition, from 11,535' TVDSS to 99,999' TVDSS	
				Bandon		66.66667% operating rights in all of Block 362, Vermilion Area, South Addition, from 11,535' TVDSS to 99,999' TVDSS	
Vermilion 362/371	VR 363	OCS-G 09522	Federal	Fieldwood	(see below)	100% record title	UNIT
				Fieldwood	FEO	33.33333% operating rights in the SE/4 of Block 363, Vermilion Area, South Addition	
				Bandon		66.66667% operating rights in the SE/4 of Block 363, Vermilion Area, South Addition	
				Fieldwood	Fieldwood	100% operating rights in the N1/2; SW1/4 of Block 363, Vermilion Area, South Addition, from the surface to 10,180' SSTVD	
				Fieldwood	Fieldwood	50% operating rights in the N1/2; SW1/4 of Block 363, Vermilion Area, South Addition, from 10,180' SSTVD to 99,999' SSTVD	
Vermilion 362/371	VR 371	OCS-G 09524	Federal	Fieldwood	FEO	33.33333% record title	UNIT
				Bandon		66.66667% record title	
				Fieldwood		16.66667% operating rights in all of Block 371, Vermilion Area, South Addition, from 11,820' SSTVS to 99,999' SSTVD	
				Bandon		66.66667% operating rights in all of Block 371, Vermilion Area, South Addition, from 11,820' SSTVS to 99,999' SSTVD	
West Delta 79/80	WD 57, WD 79, WD 80	OCS-G 01449	Federal	Fieldwood	FEO	2.5% ORRI <sup>6</sup>	UNIT
West Delta 79/80	WD 79, WD 80	OCS-G 01874	Federal	Fieldwood	FEO	2.5% ORRI <sup>7</sup>	UNIT
West Delta 79/80	WD 80	OCS-G 01989	Federal	Fieldwood	FEO	2.5% ORRI <sup>8</sup>	UNIT

<sup>6</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

<sup>7</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

<sup>8</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
West Delta 79/80	WD 80	OCS-G 02136	Federal	Fieldwood	FEO	2.5% ORRI <sup>9</sup>	UNIT
-	-	5749	SL- TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	UNIT
-		5797	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	TERMIN
-		24318	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
High Island 30/31 L (SL TX)	-	106158	SL-TX	FEO	FEO	100% working interest (lease recorded in Jefferson County, Texas)	TERMIN
High Island 30/31 L (SL TX)	-	106159	SL-TX	FEO	FEO	100% working interest (lease recorded in Jefferson County, Texas)	TERMIN
High Island 30/31 L (SL TX)	-	114921	SL-TX	FEO	FEO	100% working interest (lease recorded in Jefferson County, Texas)	TERMIN
-		172915	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	ACTIVE
-		172916	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	ACTIVE
-		178537	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
-		183756	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
-		185633	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
-		186891	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		191681	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		207398	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		227360	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		234082	SL-TX	Fieldwood	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN

<sup>9</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
				Onshore		County, Texas)	
-		255675	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
Annapolis Valley	MC 380	OCS-G 36544	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Annapolis Valley	MC 424	OCS-G 36545	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Bartolome	MC 563	OCS-G 21176	Federal	Fieldwood	Fieldwood	23.25% operating rights in all of Block 563, Mississippi Canyon, as to depths from below 19,000' down to 99,999' TVDSS	PROD
				FEO	Kosmos Energy GOM Operations	0.465% ORRI insofar as the lease covers all of Block 563, Mississippi Canyon, limited to depths from the surface to 19,000' TVDSS	
Boris	GC 282	OCS-G 16727	Federal	Fieldwood	BHP Billiton Petroleum (GOM)	25% operating rights in all of Block 282, Green Canyon, from 16,700' TVD to 99,999' TVD	PROD
				FEO	Energy Resource Technology GOM	1.75% ORRI insofar as the lease pertains to depths from 0 to 16,999' TVD	
Deep Blue	GC 679	OCS-G 21811	Federal	Fieldwood		37.5% record title	PROD
					Anadarko Petroleum Corporation	0% operating rights in E1/2 of Block 679, Green Canyon Area, limited in depth from the surface down to the stratigraphic equivalent of 16,048' TVD (17,315' MD) as seen in the Kerr-McGee OCS-G 21811 No. 1 (ST#1) well	
					Eni US Operating Co. Inc.	0% operating rights in W1/2 of Block 679, Green Canyon Area, limited in depth from the surface down to 16,048' TVD	
					Fieldwood	43.125% operating rights in all of Block 679, Green Canyon, below 16,048' TVD to 99,999' TVD	
Emory Peak	MC 743	OCS-G 36401	Federal	Fieldwood	Chevron USA	25% record title	PRIMARY

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Ewing Bank 834 (Coelacanth)	EW 789	OCS-G 35805	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease cover the SE/4 of Block 789, Ewing Bank, from the surface to 26,000' SSTVD	UNIT
Ewing Bank 834 (Coelacanth)	EW 790	OCS-G 33140	Federal	Fieldwood	Fieldwood	100.0% operating rights in SW1/4SW1/4; S1/2SE1/4SW1/4; S1/2SW1/4SE1/4 and NW1/4SE1/4SW1/4 of Block 790, Ewing Bank, limited to depths from below 26,000' TVDSS to 99,999' TVDSS	UNIT
						100.0% operating rights in N1/2; N1/2S1/2; SE1/4SE1/4; N1/2SW1/4SE1/4 and N1/4SE1/5SW1/4 of Block 790, Ewing Bank, from the surface to 99,999' TVDSS	
						1.3% ORRI insofar as the lease covers SW1/4SW1/4; S1/2SE1/4SW1/4; S1/2SW1/4SE1/4; NW1/4SE1/4SW1/4 of Block 790, Ewing Bank, from surface down to and including 26,000' TVDSS	
Ewing Bank 834 (Coelacanth)	EW 834	OCS-G 27982	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease covers NE1/4, NW1/4NW1/4, N/2SE1/4NE1/4 and NE/4NE/4 of Block 834, Ewing Bank, from the surface down to 26,000' TVDSS	UNIT
Ewing Bank 834 (Coelacanth)	EW 835	OCS-G 33707	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease covers the North 7800' of Block 835, Ewing Bank, from the surface down to 26,000' TVDSS	UNIT
Ewing Bank 834 (Coelacanth)	MC 793	OCS-G 33177	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease covers the W1/2W1/2NW1/4 of Block 793, Mississippi Canyon, from the surface down to 26,000' TVDSS	UNIT
Fandango	MC 297	OCS-G 34434	Federal	Fieldwood	Fieldwood	70% record title	PRIMARY

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Galapagos	MC 519	OCS-G 27278	Federal	Fieldwood	BP E&P (in part) and Fieldwood (in part)	65.0% record title	PROD
						49% operating rights in SW1/4 of Block 519, Mississippi Canyon, from the surface down to and including 99,999' TVDSS	
						49% operating rights in S1/2NW1/4 of Block 519, Mississippi Canyon, from the surface down to and including 14,000'	
						25.75% operating rights in S1/2; S1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from depths below 19,300' TVDSS down to and including 99,999' TVDSS	
						25.75% operating rights in S1/2NW1/4 of Block 519, Mississippi Canyon, from depths below 14,000' TVDSS down to and including 99,999' TVDSS	
						25.75% operating rights in N1/2NW1/4; N1/2NE1/4; SW1/4NE1/4 and N1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from the surface down to and including 99,999' TVDSS	
Green Canyon 39/40 (Katmai)	EW 1009	OCS-G 34878	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	EW 1010	OCS-G 34879	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	EW 1011	OCS-G 34880	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	GC 39 A	OCS-G 34966	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	GC 39 B	OCS-G 36476	Federal	Fieldwood	Fieldwood	50% record title	PRIMARY
Green Canyon 39/40 (Katmai)	GC 040	OCS-G 34536	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	GC 041	OCS-G 34537	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 64/65/108/109/243	GC 064	OCS-G 34539	Federal	FEO	FEO	49% record title	PROD
Green Canyon 64/65/108/109/243	GC 065	OCS-G 05889	Federal	FEO	FEO	49% operating rights in all of Block 65, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet	UNIT

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Green Canyon 64/65/108/109/243	GC 108	OCS-G 14668	Federal	FEO	FEO	49% operating rights in all of Block 108, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet	UNIT
Green Canyon 64/65/108/109/243	GC 109	OCS-G 05900	Federal	FEO	FEO	49% operating rights in all of Block 109, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet	UNIT
Green Canyon 200 (Troika & Orlov)	GC 200	OCS-G 12209	Federal	FEO	FEO	100% record title	UNIT
						53.33333% operating rights in NW1/4SE1/4; SE1/4NE1/4; E1/2SE1/4NW1/4; S1/3NE1/4NW1/4; W1.2E1/2SE1/4; NE1/4SW1/SE1/4; SW1/4NW1/4NE1/4 of Block 200, Green Canyon, as to all depths from surface to 17,518' TVDSS	
Green Canyon 200 (Troika) <sup>10</sup>	GC 201	OCS-G 12210	Federal	FEO	FOE	100% record title as to the W/2 and SE/4 of Block 201, Green Canyon	UNIT
					LLOG Exploration	4.87999% ORRI insofar as the lease covers the NE1/4 of Block 157, Green Canyon, from the surface to 17,000' subsea TVD	
Green Canyon 200 (Troika)	GC 244	OCS-G 11043	Federal	FEO	FOE (in part) and Deepwater Abandonment Alternatives, Inc. (in part)	100% record title	UNIT
						0% operating rights as to all of Block 244, Green Canyon, as to those depths from 16,000 feet true vertical depth subsea down to 24,000 feet true vertical depth subsea	
Gunflint	MC 904	OCS-G 36566	Federal	Fieldwood	Fieldwood	58.9363% record title	PRIMARY
Gunflint	MC 905	OCS-G 36405	Federal	Fieldwood	Fieldwood	58.9363% record title	PRIMARY
Hagerman	MC 789	OCS-G 36557	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Isabela N (Miocene)	MC 474	OCS-G 35825	Federal	Fieldwood	BP E&P	24.33333% record title	PRIMARY
						12.5% operating rights in all of Block 474, Mississippi Canyon, from depths below 20,000' TVDSS down to and including 99,999' TVDSS	

<sup>10</sup> As to this Other Lease, no interest in the operating rights or record title as to the NE1/4 of Block 201, Green Canyon, is being conveyed hereunder.



Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Isabela N (Miocene)	MC 518	OCS-G 35828	Federal	Fieldwood	BP E&P	24.33333% record title	PRIMARY
						12.5% operating rights in all of Block 518, Mississippi Canyon, from depths below 19,500' TVDSS down to and including 99,999' TVDSS	
King Cake	AT 023	OCS-G 35015	Federal	Fieldwood	Murphy E&P USA	7.75% record title	PRIMARY
Little Burn	GC 238	OCS-G 26302	Federal	Fieldwood	BHP Billiton Petroleum (GOM)	40% operating rights in all of Block 238, Green Canyon, from 16,700' TVD to 99,999' TVD	PROD
				FEO	Talos ERT LLC	2.8% ORRI insofar as the lease pertains to depths from 0 to 16,999' TVD	
Mississippi Canyon 562 (Isabela)	MC 562	OCS-G 19966	Federal	Fieldwood	BP E&P	12.5% record title	PROD
						0% operating rights in N/2 of Block 562, Mississippi Canyon, from the surface to 19,500' TVDSS	
						12.5% operating rights in N/2 of Block 562, Mississippi Canyon, from depths below 19,500' TVDSS down to and including 99,999' TVDSS	
						12.5% operating rights in S/2 of Block 562, Mississippi Canyon, from depths below 20,000' TVDSS down to and including 99,999' TVDSS	
Mississippi Canyon 698 (Big Bend)	MC 697 A	OCS-G 28021	Federal	Fieldwood	Fieldwood	54% record title	UNIT
Mississippi Canyon 698 (Big Bend)	MC 698	OCS-G 28022	Federal	Fieldwood	Fieldwood	54% record title	UNIT
Mississippi Canyon 698 (Big Bend)	MC 742	OCS-G 32343	Federal	Fieldwood	Fieldwood	100% record title in NE1/4; S1/2 of Block 742, Mississippi Canyon	UNIT
						54% record title in NW1/4 of Block 742, Mississippi Canyon	
Mississippi Canyon 782 (Dantzler)	MC 782	OCS-G 33757	Federal	Fieldwood	Fieldwood	45% record title	PROD
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 948	OCS-G 28030	Federal	Fieldwood	Fieldwood	58.9363% record title	UNIT
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 949	OCS-G 32363	Federal	Fieldwood	Fieldwood	58.9363% record title	UNIT
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 992	OCS-G 24133	Federal	Fieldwood	Fieldwood	58.9363% record title in N1/2 of Block 992, Mississippi Canyon	UNIT
						52.94% record title in S1/2 of Block 992, Mississippi Canyon	

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 993	OCS-G 24134	Federal	Fieldwood	Fieldwood	58.9363% record title in N1/2 of Block 993, Mississippi Canyon	UNIT
						45% record title in S1/2 of Block 993, Mississippi Canyon	
Mt. Driskill	MC 691	OCS-G 36400	Federal	Fieldwood	Fieldwood	50% record title	PRIMARY
Murrayfield	MC 118	OCS-G 35963	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Murrayfield	MC 119	OCS-G 36537	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Murrayfield	MC 162	OCS-G 36880	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Murrayfield	MC 163	OCS-G 36538	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Murrayfield	MC 206	OCS-G 36540	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
Scaramanga	MC 171	OCS-G 34428	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Scaramanga	MC 172	OCS-G 34429	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Schooner	MC 435	OCS-G 36772	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Schooner	MC 436	OCS-G 36773	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
South Marsh Is. 40/41/44	SM 40	OCS-G 13607	Federal	FEO	FEO	100% record title	TERMIN
South Timbalier 308 / Ewing Bank 873	ST 287	OCS-G 24987	Federal	Fieldwood	Fieldwood	100% record title	PROD
						100% operating rights in all of Block 287, South Timbalier Area, South Addition, from the surface to 13,852' SSTVD	
						50% operating rights in all of Block 287, South Timbalier Area, South Addition, from 13,852' SSTVD to 99,999' SSTVD	
South Timbalier 308 / Ewing Bank 873	ST 308	OCS-G 21685	Federal	Fieldwood	Fieldwood	100% record title	PROD
						100% operating rights in all of Block 308, South Timbalier Area, South Addition, from the surface to 18,571' SSTVD	
						50% operating rights in all of Block 308, South Timbalier Area, South Addition, from 18,571' SSTVD to 99,999' SSTVD	
Steamboat	GC 153	OCS-G 36814	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Talon	GC 198	OCS-G 36021	Federal	FEO	FEO	100% record title	PRIMARY
Tarantula	EW 828	OCS-G 35806	Federal	FEO	FEO	100% record title	PRIMARY

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Ticonderoga	GC 768	OCS-G 21817	Federal	Fieldwood	(see below)	100% record title	PROD
					Anadarko	50% operating rights in all of Block 768, Green Canyon, from the surface to the stratigraphic equivalent of 13,370' subsea TVD in the OCS-G 21817 #1 Well	
					Fieldwood	43.125% operating rights in all of Block 768, Green Canyon, below the stratigraphic equivalent of 13,370' subsea TVD in the OCS-G 21817 #1 Well down to a depth of 40,000' subsea TVD	
Umbrella Point	-	5752	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
Umbrella Point	-	140960	SL - TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100% record title	TERMIN
WILDCAT - ACOM O.H. ESTATE	-	165888	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	186892	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	176012	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	179673	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	188919	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	188921	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	269151	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN

[End of Exhibit A]

**Exhibit B**  
**Easements**

**Part 1. Co-Owned Easements**

ROW Number	Seller	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Status	Associated Lease	Undivided interest to be assigned to Buyer
G03432	Fieldwood	4647	SM	149	6"SSTI	SM	132	B	6	BLKO	Active	G02592	50%
G09319	Fieldwood	5890	ST	53	A	ST	52	A	6	OIL	Active	G04000	50%
G12304	GOM Shelf	9084	GI	43	AS	GI	19	F/S	10	OIL	Active	00175	25%
G28385	Fieldwood	17265	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Active	G04000	20.334%

**RUEs related to Co-Owned Leases**

RUE Number	Area	Block No.	Structure	Complex ID No.	FW Lease	Operator	Approval Date	Associated Assets	Party to hold RUE on behalf of Buyer and Fieldwood Energy I	Undivided interest for which Buyer is to be responsible
G30267	ST	68	CAISS. #1	24108	00020	Fieldwood	03/09/18	ST 67 #6	Buyer	20.334%
[G30329	SM	132	B	21982	G02592 G02588	Fieldwood	5/06/19	SM 136 C 007, SM 149 C001, C002 & C004	Fieldwood Energy I	50%] <sup>11</sup>

<sup>11</sup> Treatment of RUE G30329 and associated platform (SOUTH MARSH ISLAND 132 P/F B) is under discussion between the Parties.

**Part 2. Other Easements**

ROW Number	Seller	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Status	Associated Lease
G09330	FEO	8204	SS	80	A	EI	125	30 SSTI	6	G/C	Active	G15277
G15047	Bandon	10675	VR	371	A	VR	350	08 SSTI	6	OIL	Active	G09524
G16055	FEO	11050	SS	301	A	SS	300	B	8	BLKO	Active	G10794
G23712	Fieldwood	13736	SS	79	#2	SS	80	A	4	BLKO	Active	G15277
G23713	Fieldwood	13737	SS	79	#2	SS	80	A	4	BLKO	Active	G15277
G28816	Fieldwood	14292	SM	40	JA	SM	40	10"SSTI	6	OIL	Active	G13607
G28817	Fieldwood	14293	SM	40	B	SM	40	JA	6	BLKO	Active	G13607
G28818	Fieldwood	14294	SM	40	B	SM	40	JA	6	BLKO	Active	G13607
G28819	Fieldwood	14295	SM	40	JA	SM	40	B	2	LIFT	Active	G13607
G09349	FEO	8255	GC	65	A	GC	19	A	12	OIL	Active	G05889
G17737	FEO	11393	GC	200	SS Manifold	GC	65	A	10	BLKO	Active	G12210
		11394	GC	200	SSMANIFO	GC	65	A	24	CSNG	Active	G12210
		11395	GC	200	SSMANIFO	GC	65	A	5	UMB	Active	G12210
		11959	GC	200	SSMANIFO	GC	65	A	2	UMB	Active	G12210
G17738	FEO	11396	GC	200	SSMANIFO	GC	65	A	10	BLKG	Active	G12210
		11397	GC	200	SSMANIFO	GC	65	A	24	CSNG	Active	G12210
		11410	GC	200	SSMANIFO	GC	65	A	5	UMB	Active	G12210
		12141	GC	200	SSMANIFO	GC	65	A	5	UMB	Proposed	G12210
G17685	FEO	11260	GC	65	A	GC	19	A	16	OIL	Active	G05889
G28736	Fieldwood	19154	MC	948	PLET NPL3 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Active	G28030
		19365	MC	948	PLET NPL3 HUB	MC	767	ILS NPL1	12	CSNG	Active	G28030
		19374	MC	948	PLET NPL3 HUB	MC	948	PLET SPL2 HUB	8	BLKO	Active	G28030
G28809	FEO	20222	GC	244	PLEM A	GC	156	Mid-Line PLET A-1	8	BLKO	Proposed	G11043
G28820	FEO	20197	GC	156	PLET 2	GC	156	A-2 PLET	8	BLKO	Active	G12209

ROW Number	Seller	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Status	Associated Lease
G29287	FEO	19155	MC	948	PLET SPL2 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Active	G28030
		19362	MC	724	Gulfstar 1 Spar	MC	948	UTA1	8	UMB	Active	G28030
		19432	MC	948	PLET SPL2	MC	768	ILS SPL1	12	CSNG	Active	G28030
G29294	Fieldwood	19282	MC	736	A Thunderhawk	MC	782	Dan 1 STUA 1	6	UBEH	Active	G33757
		19296	MC	698	RGL PLET 1	MC	736	A Thunderhawk	12	CSNG	Active	G28022
G29295	Fieldwood	19097	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	Active	G28022
		19149	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	Active	G28022
		19283	MC	736	A Thunderhawk	MC	698	BBD SUTA	6	UMB	Active	G28022
		19364	MC	698	RGL PLET 1	MC	736	A	12	CSNG	Active	G28022
G29299	Fieldwood	19297	MC	736	A Thunderhawk	MC	692	North Plet	1	LIFT	Active	G28022
		19334	MC	736	A Thunderhawk	MC	692	SUTA	5	UMBH	Active	G28022
G29417	FEO	20221	GC	156	Mid-Line PLET A-1	GC	156	Md-Line PLET A-2	8	BLKO	Active	G12209
		20155	GC	156	Mid-Line PLET A-2	GC	65	A	8	BLKO	Proposed	G12209
G29420	FEO	20183	GC	200	SUTA	GC	244	TROIKA SUTA	5	UMB	Proposed	G11043
G29424	FEO	20195	GC	65	A	GC	200	SUTA	3	UMB	Proposed	G12209
G29425	FEO	20196	GC	200	PLET-1	GC	156	PLET-2	8	BLKO	Proposed	G12210
G29427	FEO	20202	GC	40	K1 PLET	ST	308	A	8	BLKO	Proposed	G34966
		20203	GC	40	K1 PLET	ST	308	Start Up Flange	12	CSNG	Proposed	G34966
		20278	ST	308	A	GC	39	K2 SUTA	5	UBEH	Proposed	G34966
G29427	Fieldwood	20200	GC	39	K2 SUTA	GC	40	K1 SUTA	5	UBEH	Active	G34966



**RUEs related to Other Leases**

<b>RUE Number</b>	<b>Area</b>	<b>Block No.</b>	<b>Structure</b>	<b>Complex ID No.</b>	<b>FW Lease</b>	<b>Operator</b>	<b>Approval Date</b>	<b>Associated Assets</b>
G30201	SS	80	A	23548	G15277	FEO	02/07/13	SS 79 A002
G30342	SM	40	B	1266	G13607	FEO	06/21/18	SM 41 B2, B3, B4, B6 & SM 40 B5
G30352	SM	40	JA	27017	G13607	FEO		SM 41 B PF and wells
G30354	MC	736	A (Thunder Hawk)	2045	G28022	Fieldwood	07/03/18	MC 698 001, MC 734 SS002, SS004, SS005, SS006, MC 782 001 & 002

[End of Exhibit B]

**Exhibit C**  
**Scheduled Wells**

**Part 1. Co-Owned Wells**

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 032 #U012 ST1	GI032U1201	00174	177192014502
GRAND ISLE 039 #P002 ST2	GI039P0202	00127	177174097802
GRAND ISLE 040 #E007D	GI040E07D0	00128	177170077500
GRAND ISLE 040 #E009	GI040E0900	00128	177170078700
GRAND ISLE 040 #G001	GI040G0100	00128	177170070400
GRAND ISLE 040 #G002	GI040G0200	00128	177170076200
GRAND ISLE 040 #G006	GI040G0600	00133	177174012600
GRAND ISLE 040 #G010	GI040G1000	00128	177174037200
GRAND ISLE 040 #G011	GI040G1100	00128	177174037300
GRAND ISLE 040 #M001	GI040M0100	00128	177174037000
GRAND ISLE 040 #M002D	GI040M02D0	00128	177174038600
GRAND ISLE 040 #M003	GI040M0300	00128	177174043600
GRAND ISLE 040 #O005	GI040O0500	00128	177174097100
GRAND ISLE 041 #D002	GI041D0200	00129	177170075300
GRAND ISLE 041 #D003	GI041D0300	00129	177170076700
GRAND ISLE 041 #D004	GI041D0400	00130	177170080500
GRAND ISLE 041 #D007	GI041D0700	00129	177172000000
GRAND ISLE 041 #D008 ST	GI041D0801	00130	177172000801
GRAND ISLE 041 #D009	GI041D0900	00129	177172001500
GRAND ISLE 041 #D010ST	GI041D1000	00129	177174017801
GRAND ISLE 041 #D011E	GI041D1100	00129	177174018400
GRAND ISLE 041 #E001 ST1	GI041E0101	00130	177170069401
GRAND ISLE 041 #E002 ST1	GI041E0201	00130	177170074701
GRAND ISLE 041 #E003D	GI041E03D0	00130	177170075000
GRAND ISLE 041 #E004 ST1	GI041E0401	00130	177170075201
GRAND ISLE 041 #E005	GI041E0500	00129	177170075400
GRAND ISLE 041 #E006D	GI041E06D0	00130	177170077300
GRAND ISLE 041 #E008	GI041E0800	00130	177170079800
GRAND ISLE 041 #E010	GI041E1001	00130	177172000301
GRAND ISLE 041 #E012D	GI041E12D0	00130	177174011500
GRAND ISLE 041 #E013	GI041E1300	00130	177174012900
GRAND ISLE 041 #F003 ST1	GI041F0301	00129	177174006401
GRAND ISLE 041 #F005 ST2	GI041F0502	00129	177174017302
GRAND ISLE 041 #G007	GI041G0700	00130	177174022400
GRAND ISLE 041 #G008	GI041G0800	00130	177174026400

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 041 #H001	GI041H0100	00130	177174020300
GRAND ISLE 041 #H002	GI041H0200	00129	177174028100
GRAND ISLE 041 #H003 ST	GI041H0301	00130	177174028601
GRAND ISLE 041 #H004	GI041H0400	00130	177174038000
GRAND ISLE 041 #H005	GI041H0500	00129	177174038100
GRAND ISLE 041 #H006 ST1	GI041H0601	00129	177174098301
GRAND ISLE 041 #H007	GI041H0700	00130	177174098400
GRAND ISLE 042 #C001	GI042C0100	00131	177170067000
GRAND ISLE 042 #C002	GI042C0200	00131	177170072100
GRAND ISLE 042 #F001	GI042F0100	00131	177174005100
GRAND ISLE 042 #F002	GI042F0200	00131	177174006000
GRAND ISLE 042 #F004	GI042F0400	00131	177174007100
GRAND ISLE 046 #001 ST1	GI04600101	00132	177174042801
GRAND ISLE 046 #G009 ST1	GI046G0901	00132	177174026101
GRAND ISLE 047 #E006	GI047E0600	00133	177170078100
GRAND ISLE 047 #E008	GI047E0800	00133	177170079500
GRAND ISLE 047 #E017	GI047E1700	00133	177174039900
GRAND ISLE 047 #G004 ST	GI047G0401	00133	177170079601
GRAND ISLE 047 #G005 ST	GI047G0501	00133	177170080301
GRAND ISLE 047 #G012	GI047G1200	00133	177174037500
GRAND ISLE 047 #L001	GI047L0100	00133	177174012800
GRAND ISLE 047 #L002 ST	GI047L0201	00133	177174015901
GRAND ISLE 047 #L003	GI047L0300	00133	177174020500
GRAND ISLE 047 #L004	GI047L0400	00133	177174017000
GRAND ISLE 047 #L005	GI047L0500	00133	177174017900
GRAND ISLE 047 #L006D	GI047L0600	00133	177174036300
GRAND ISLE 047 #L007 ST	GI047L0701	00177	177174039101
GRAND ISLE 047 #L009 ST1	GI047L0901	00133	177174039201
GRAND ISLE 047 #L011 ST2	GI047L1102	00133	177174039602
GRAND ISLE 047 #O001 BP2	GI047O01D3	00133	177174096102
GRAND ISLE 047 #O002	GI047002D1	00133	177174096600
GRAND ISLE 047 #O004	GI047O0400	00133	177174096900
GRAND ISLE 047 #O006	GI047O0600	00133	177174097200
GRAND ISLE 047 #O007 ST1	GI047O0701	00133	177174097301
GRAND ISLE 047 #O008	GI047O0800	00133	177174097600
GRAND ISLE 047 #O009	GI047O09D1	00133	177174097700
GRAND ISLE 048 #E001	GI048E0100	00134	177170045400
GRAND ISLE 048 #E014	GI048E1400	00134	177172003900
GRAND ISLE 048 #E018 ST	GI048E1801	00134	177174043501
GRAND ISLE 048 #J002 ST1	GI048J0201	00134	177174003201

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 048 #J003 ST	GI048J0302	00134	177174004502
GRAND ISLE 048 #J004 ST2	GI048J0403	00134	177174004803
GRAND ISLE 048 #J005 ST	GI048J0501	00134	177174011601
GRAND ISLE 048 #J006	GI048J0600	00134	177174012000
GRAND ISLE 048 #J007	GI048J0700	00134	177174012200
GRAND ISLE 048 #J008	GI048J0800	00134	177174016900
GRAND ISLE 048 #J009	GI048J0900	00134	177174044200
GRAND ISLE 048 #J010 ST	GI048J1001	00134	177174044401
GRAND ISLE 048 #P001 FKA #14	GI048P0100	00134	177174015300
GRAND ISLE 110 #A002	GI110A0200	G13943	177184008900
GRAND ISLE 110 #A005 BP2	GI110A0502	G13943	177184010402
GRAND ISLE 116 #A001	GI116A0100	G13944	177184008700
GRAND ISLE 116 #A003	GI116A0300	G13944	177184009200
GRAND ISLE 116 #A004	GI116A0401	G13944	177184009501
GRAND ISLE 116 #A006	GI116A0601	G13944	177184010601
GRAND ISLE 116 #A007	GI116A0700	G13944	177184011100
MISSISSIPPI CANYON 110 #001	MC1100100	G18192	608174060500
MISSISSIPPI CANYON 110 #A009	MC110A0900	G18192	608174042501
MISSISSIPPI CANYON 110 #A011ST	MC110A1101	G18192	608174042801
MISSISSIPPI CANYON 110 #A031	MC110A3100	G18192	608174087900
SOUTH MARSH IS 048 #E002	SM048E0201	00786	177072002801
SOUTH MARSH IS 048 #E003 ST1BP	SM048E0302	00786	177072003302
SOUTH MARSH IS 048 #E004	SM048E0401	00786	177072004001
SOUTH MARSH IS 048 #E007	SM048E07	00786	177074092300
SOUTH MARSH IS 149 #C001 ST1	SM149C0101	G02592	177084088901
SOUTH MARSH IS 149 #C002	SM149C0200	G02592	177084089100
SOUTH MARSH IS 149 #C004	SM149C0400	G02592	177084090300
SOUTH MARSH IS 149 #C005	SM149C0500	G02592	177084090400
SOUTH MARSH IS 149 #D001	SM149D0101	G02592	177084094401
SOUTH PASS 061 #D004 ST2	SP061D0402	G01609	177234006302
SOUTH PASS 061 #D023	SP061D2300	G01609	177234008200
SOUTH PASS 061 #D024 ST1	SP061D2401	G01609	177234007701
SOUTH PASS 061 #D025	SP061D2500	G01609	177234008300
SOUTH PASS 061 #D026	SP061D2600	G01609	177234008400
SOUTH PASS 061 #D033 ST2	SP061D3302	G01609	177234008702
SOUTH PASS 061 #D035 ST2	SP061D3502	G01609	177234009102
SOUTH PASS 061 #D036 ST1	SP061D3601	G01609	177234009201
SOUTH PASS 061 #D039 ST1	SP061D3901	G01609	177234009801
SOUTH PASS 061 #D040 ST2	SP061D4002	G01609	177234009502
SOUTH PASS 061 #D043 ST2	SP061D4302	G01609	177234009602

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 053 #004	ST05300401	G04000	177154043101
SOUTH TIMBALIER 053 #006	ST05300601	G04000	177154083500
SOUTH TIMBALIER 053 #A001	ST053A0101	G04000	177154034402
SOUTH TIMBALIER 053 #A002	ST053A0201	G04000	177154037601
SOUTH TIMBALIER 053 #A003	ST053A0301	G04000	177154038401
SOUTH TIMBALIER 053 #A004	ST053A0400	G04000	177154038500
SOUTH TIMBALIER 053 #A006	ST053A0601	G04000	177154039201
SOUTH TIMBALIER 053 #A007	ST053A0700	G04000	177154040400
SOUTH TIMBALIER 053 #A008	ST053A0800	G04000	177154040500
SOUTH TIMBALIER 053 #A009	ST053A0900	G04000	177154041500
SOUTH TIMBALIER 053 #A010	ST053A1001	G04000	177154043501
SOUTH TIMBALIER 053 #A011	ST053A1100	G04000	177154042400
SOUTH TIMBALIER 053 #A012	ST053A1201	G04000	177154042301
SOUTH TIMBALIER 053 #A013	ST053A1300	G04000	177154044000
SOUTH TIMBALIER 053 #A014	ST053A1400	G04000	177154042900
SOUTH TIMBALIER 053 #A015	ST053A1501	G04000	177154076901
SOUTH TIMBALIER 053 #A016	ST053A1601	G04000	177154043601
SOUTH TIMBALIER 053 #A017	ST053A1701	G04000	177154061101
SOUTH TIMBALIER 053 #A018	ST053A1801	G04000	177154061201
SOUTH TIMBALIER 053 #A019	ST053A1900	G04000	177154077200
SOUTH TIMBALIER 053 #A020	ST053A2001	G04000	177154077101
SOUTH TIMBALIER 053 #A021	ST053A2100	G04000	177154111000
SOUTH TIMBALIER 053 #C001	ST053C0100	G04000	177154067200
SOUTH TIMBALIER 053 #C002	ST053C0200	G04000	177154107300
SOUTH TIMBALIER 053 #I001	ST053I0100	G04000	177154031200
SOUTH TIMBALIER 067 #006	ST06700602	00020	177154078404
WEST DELTA 068 #U001	WD068U0100	00180	177190136200
WEST DELTA 068 #U004	WD068U0400	00180	177192007000
WEST DELTA 068 #U005 ST2	WD068U0502	00180	177192007502
WEST DELTA 068 #U006	WD068U0600	00180	177192008600
WEST DELTA 068 #U009	WD068U0900	00180	177192011401
WEST DELTA 068 #U011	WD068U11	00180	177192013603
WEST DELTA 068 #U013 ST2	WD068U1302	00180	177194065102
WEST DELTA 068 #U014	WD068U1400	00180	177194065300
WEST DELTA 069 #D007 ST2	WD069D0702	00181	177190063802
WEST DELTA 070 #D001D	WD070D0100	00182	177190063300
WEST DELTA 070 #D005	WD070D0500	00182	177190063600
WEST DELTA 070 #D008	WD070D0800	00182	177190063900
WEST DELTA 070 #D009	WD070D0900	00182	177190064000
WEST DELTA 070 #D010	WD070D1000	00182	177190066700

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 070 #D011	WD070D1100	00182	177194036800
WEST DELTA 070 #D012	WD070D1200	00182	177194037200
WEST DELTA 070 #D013	WD070D1300	00182	177194057000
WEST DELTA 070 #D014	WD070D1400	00182	177194057200
WEST DELTA 070 #E001 ST1	WD070E0101	00182	177190108201
WEST DELTA 070 #E002	WD070E0200	00182	177190067800
WEST DELTA 070 #E003	WD070E0300	00182	177190066500
WEST DELTA 070 #FF001	WD070FF100	00182	177194084200
WEST DELTA 070 #FF002	WD070FF200	00182	177194084300
WEST DELTA 070 #FF003	WD070FF300	00182	177194084400
WEST DELTA 070 #I003 ST1	WD070I0301	00182	177190091301
WEST DELTA 070 #I004	WD070I0400	00182	177190091500
WEST DELTA 070 #I005 ST1	WD070I0501	00182	177190095001
WEST DELTA 070 #I006 ST	WD070I0601	00182	177190095101
WEST DELTA 070 #I008 ST1	WD070I0801	00182	177190102101
WEST DELTA 070 #I010 ST1	WD070I1001	00182	177190105701
WEST DELTA 070 #I012 STBP2	WD070I1202	00182	177194010702
WEST DELTA 070 #I013	WD070I1300	00182	177194038400
WEST DELTA 070 #I014	WD070I1400	00182	177194061100
WEST DELTA 070 #I015	WD070I1500	00182	177194061300
WEST DELTA 070 #I016 ST	WD070I1601	00182	177194064201
WEST DELTA 070 #I017	WD070I1700	00182	177194064600
WEST DELTA 070 #L003	WD070L0300	00182	177190113800
WEST DELTA 070 #L004	WD070L0400	00182	177190115100
WEST DELTA 070 #L005	WD070L0500	00182	177190115500
WEST DELTA 070 #L006	WD070L0600	00182	177190115000
WEST DELTA 070 #L010	WD070L1000	00182	177190119500
WEST DELTA 070 #L011	WD070L1100	00182	177190121400
WEST DELTA 071 #E006	WD071E0600	00838	177190073200
WEST DELTA 071 #E007 ST1	WD071E0701	00838	177190095601
WEST DELTA 071 #E009 ST1	WD071E0901	00838	177190091701
WEST DELTA 071 #E010	WD071E1000	00838	177190095700
WEST DELTA 071 #O003	WD071O0300	00838	177190121500
WEST DELTA 071 #O005	WD071O0501	00838	177190125001
WEST DELTA 071 #O006	WD071O0601	00838	177190127101
WEST DELTA 071 #O007	WD071O0702	00838	177190129602
WEST DELTA 071 #O009	WD071O0900	00838	177190133600
WEST DELTA 071 #O010	WD071O1000	00838	177194002500
WEST DELTA 071 #O013	WD071O1303	00838	177192001102
WEST DELTA 079 #A019	WD079A19	G01449	177192006800



Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 079 #A021	WD079A21	G01449	177192012700
WEST DELTA 079 #C017	WD079C17	G01874	177192013800
WEST DELTA 079 #C025	WD079C25	G01874	177194008701
WEST DELTA 079 #C032	WD079C32	G01874	177194019400
WEST DELTA 079 #C033	WD079C33	G01874	177192009101
WEST DELTA 079 #D020	WD079D20	G01449	177192023101
WEST DELTA 079 #D023	WD079D23	G01449	177194006600
WEST DELTA 079 #D024	WD079D24	G01449	177194007300
WEST DELTA 079 #D031	WD079D31	G01449	177194037800
WEST DELTA 079 #D035	WD079D35	G01449	177194046200
WEST DELTA 079 #D036	WD079D36	G01449	177194047400
WEST DELTA 079 #F002	WD079F02	G01449	177194038300
WEST DELTA 080 #A010	WD080A10	G01874	177190136300
WEST DELTA 080 #A016	WD080A16	G01874	177192004600
WEST DELTA 080 #B016	WD080B16	G01874	177192018200
WEST DELTA 080 #D019	WD080D19	G01449	177192021703
WEST DELTA 080 #D029	WD080D29	G01874	177194036501
WEST DELTA 080 #D032	WD080D32	G01449	177194038500
WEST DELTA 080 #D034	WD080D34	G01874	177192019501
WEST DELTA 079 #A019	WD079A19	G01449	177192006800
WEST DELTA 094 #V001	WD094V0100	00839	177192005700
WEST DELTA 094 #V002	WD094V0200	00839	177192011600
WEST DELTA 094 #V003	WD094V0300	00839	177192014900
WEST DELTA 094 #V004	WD094V0400	00839	177192015500
WEST DELTA 094 #V014	WD094V1400	00839	177194039000
WEST DELTA 094 #V015	WD094V1500	00839	177194064000
WEST DELTA 094 #V016	WD094V1602	00839	177194063902
WEST DELTA 095 #S005 ST1BP1	WD095S0502	G01497	177190126202
WEST DELTA 095 #S006	WD095S0600	G01497	177190135400
WEST DELTA 095 #S008	WD095S0800	G01497	177190127700
WEST DELTA 095 #S010 ST1	WD095S1001	G01497	177192000101
WEST DELTA 095 #S012 ST	WD095S1201	G01497	177192002301
WEST DELTA 095 #X001 ST	WD095X0101	G01497	177194002901
WEST DELTA 095 #X003	WD095X0300	G01497	177194003200
WEST DELTA 095 #X007 ST1	WD095X0701	G01497	177194003701
WEST DELTA 095 #X011	WD095X1100	G01497	177194055700
WEST DELTA 095 #X012D	WD095X12D0	G01497	177194055900
WEST DELTA 096 #S002 ST1BP1	WD096S0202	G01498	177190123402
WEST DELTA 096 #S007 ST1	WD096S0701	G01498	177190132901
WEST DELTA 096 #X004 ST1	WD096X0401	G01498	177194003301

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 096 #X006 ST2	WD096X0602	G01498	177194003502
WEST DELTA 096 #X009	WD096X0900	G01498	177194004000

**Part 2. Other Wells**

Asset Name	FWE Acct. Code	Lease Number	API
BLOWFISH GU AKA ST TR 329 #2	BLOWFISH2	ST-TX 227360	421673142600
BRETON SOUND 025 #A001	BS02501	G31442	177264005300
BRETON SOUND 052 #002 SL17860	SL1786002	ST-LA 17860	17726205670000
BRETON SOUND 053 #001 SL17675	SL1767501	ST-LA 17675	177262055100
BRETON SOUND 053 #003 SL15683	SL1568303	ST-LA 15683	177262053100
BRETON SOUND 53 #UV 3-8 RA VUA	SL1905101	ST-LA 19051	177262058300
EAGLE BAY GU AKA ST TR 329 1	EAGLEBAYGU	ST-TX 186891	#N/A
EAST CAMERON 345 #A001 (ORRI)	EC345A01	G15156	177044100800
EWING BANKS 789 #A006 (ORRI)	EW789A06	G35805	608104015500
EWING BANKS 789 #A007 (ORRI)	EW789A07	G35805	608104015401
EWING BANKS 790 A-2 (ORRI)	EW790A02	G33140	608104015100
EWING BANKS 790 A-3 (ORRI)	EW790A03	G33140	608104015300
EWING BANKS 790 #A009 (ORRI)	EW790A09	G33140	608104015700
EWING BANKS 834 A-1 (ORRI)	EW834A01	G27982	608105010300
GREEN CANYON 40 #1	GC04001	G34536	608114062300
GREEN CANYON 064 #A026	GC064A26	G34539	608114063101
GREEN CANYON 065 #A004	GC065A04	G05889	608114011600
GREEN CANYON 065 #A006	GC065A06	G05889	608114014800
GREEN CANYON 065 #A008	GC065A08	G05889	608114015800
GREEN CANYON 065 #A009	GC065A09	G05889	608114017000
GREEN CANYON 065 #A020	GC065A20	G05889	608114059902
GREEN CANYON 065 #A023	GC065A23	G05889	608114064200
GREEN CANYON 065 #A024	GC065A24	G05889	608114061900
GREEN CANYON 065 #A038	GC065A38	G05889	608114015501
GREEN CANYON 065 #A043	GC065A43	G05889	608114017100
GREEN CANYON 065 #A044	GC065A44	G05889	608114017701
GREEN CANYON 065 #A059	GC065A59	G05889	608114015900
GREEN CANYON 065 #A060	GC065A60	G05889	608114015300
GREEN CANYON 108 #A017	GC108A17	G14668	608114045202
GREEN CANYON 108 #A021	GC108A21	G14668	608114060701
GREEN CANYON 109 #A001	GC109A01	G05900	608114010000
GREEN CANYON 109 #A002	GC109A02	G05900	608114010600
GREEN CANYON 109 #A003	GC109A03	G05900	608114011200
GREEN CANYON 109 #A005	GC109A05	G05900	608114012100

Asset Name	FWE Acct. Code	Lease Number	API
GREEN CANYON 109 #A010	GC109A10	G05900	608114017300
GREEN CANYON 109 #A011	GC109A11	G05900	608114017800
GREEN CANYON 109 #A015	GC109A15	G05900	608114039502
GREEN CANYON 109 #A018	GC109A18	G05900	608114047603
GREEN CANYON 109 #A031	GC109A31	G05900	608114011900
GREEN CANYON 109 #A032	GC109A32	G05900	608114012303
GREEN CANYON 109 #A033	GC109A33	G05900	608114012401
GREEN CANYON 109 #A034	GC109A34	G05900	608114014401
GREEN CANYON 109 #A035	GC109A35	G05900	608114014700
GREEN CANYON 109 #A036	GC109A36	G05900	608114015000
GREEN CANYON 109 #A037	GC109A37	G05900	608114015200
GREEN CANYON 109 #A039	GC109A39	G05900	608114016000
GREEN CANYON 109 #A041	GC109A41	G05900	608114016500
GREEN CANYON 109 #A042	GC109A42	G05900	608114016701
GREEN CANYON 200 # TA 1 TROIKA	GC200TA01	G12209	608114021600
GREEN CANYON 200 # TA 2 TROIKA	GC200TA02	G12209	608114021702
GREEN CANYON 200 #T A 3 TROIKA	GC200TA03	G12209	608114021800
GREEN CANYON 200 TA3 STITROIKA	GC200TA03S	G12209	608114021801
GREEN CANYON 200 # TA 4 TROIKA	GC200TA04	G12209	608114021901
GREEN CANYON 200 # TA 5 TROIKA	GC200TA05	G12209	608114020501
GREEN CANYON 200 # TA 9 ORLOV	GC200TA09	G12209	608114071603
GREEN CANYON 201 # TA 6 TROIKA	GC201TA06	G12210	608114027501
GREEN CANYON 201 #002 ST1 (ORRI)	GC201002	G12210	608114037101
GREEN CANYON 201 #001 ST3 (ORRI)	GC20101ST3	G12210	608114043803
GREEN CANYON 238 SS01 (ORRI)	GC238SS01	G26302	608114044304
GREEN CANYON 243 #SS001 (ORRI)	GC243SS01	G20051	608114027608
GREEN CANYON 243 #SS002 (ORRI)	GC243SS02	G20051	608114034000
GREEN CANYON 243 #SS004 (ORRI)	GC243SS04	G20051	608114041600
GREEN CANYON 243 #SS005 (ORRI)	GC243SS05	G20051	608114045701
GREEN CANYON 244 # T001	GC244001	G11043	608114019700
GREEN CANYON 282 #1ST3 (ORRI)	GC2820103	G16727	608114030804
GREEN CANYON 282 #2ST1 (ORRI)	GC2820201	G16727	608114033701
GREEN CANYON 282 #SS003 (ORRI)	GC282SS003	G16727	608114070701
GREEN CANYON 768 SS02	GC768SS02	G21817	608114044700
GREEN CANYON 768 SS03	GC768SS03	G21817	608114050200
GREEN CANYON 768 SS04	GC768SS04	G21817	608114060900
GREEN CANYON 768 SS01 ST4	GC768SS104	G21817	608114041705
HIGH ISLAND 031 #L001 SL106158	SL10615801	ST-TX 106158	427083037900
HIGH ISLAND 031 #L001 SL106159	SL10615901	ST-TX 106159	427083037800
HIGH ISLAND 031 #L001 SL114921	SL11492101	ST-TX 114921	UNKNOWN

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND 176 # 2 (ORRI)	HI176002	G27509	427084063900
LAKE COMO UNIT (ORRI)	LAKECOMO	SL-MS 170650	UNKNOWN
MILEY 1-43 (ORRI)	MILEY143	17009	UNKNOWN
MISSISSIPPI CANYON 519 #1 BP1	MC5190101	G27278	608174116201
MISSISSIPPI CANYON 519 #2 BP1	MC5190201	G27278	608174118401
MISSISSIPPI CANYON 519 #3	MC51903	G27278	608174141100
MISSISSIPPI CANYON 563 SS01(ORRI)	MC563SS01	G21176	608174130000
MISSISSIPPI CANYON 698 #1	MC69801	G28022	608174123300
MISSISSIPPI CANYON 782 #1	MC78201	G33757	608174126600
MISSISSIPPI CANYON 782 #2	MC78202	G33757	608174128200
MISSISSIPPI CANYON 793 A-4 (ORRI)	MC793A04	G33177	608104015200
MISSISSIPPI CANYON 793 A-8 (ORRI)	MC793A08	G33177	608104015900
MISSISSIPPI CANYON 948 #2 ST2	MC94802	G28030	608174114902
MISSISSIPPI CANYON 948 #3	MC94803	G28030	608174118801
MISSISSIPPI CANYON 948 #4	MC94804	G28030	608174129900
MISSISSIPPI CANYON 992 #1	MC99201	G24133	608174125200
RF FEDERAL 1 (ORRI)	RFFEDERAL1	ST-MS 230150	230372096200
RF FEDERAL 2 (ORRI)	RFFEDERAL2	ST-MS 231240	2303720983
SAN LEON GAS UNIT 1-ST2	SANLEONG2	ST-TX 185633	421673134500
SAN LEON GAS UNIT A 2	SANLEONGA2	ST-TX 234082	UNKNOWN
SAN LEON GAS UNIT B-1	SANLEONGB1	ST-TX 255675	421673145400
SAN LEON UNIT SWD 1	SANLEONU1	ST-TX 24318	421673131900
SOUTH MARSH IS 040 #B001	SM040B01	G13607	177074083600
SOUTH MARSH IS 040 #B005 (D01)	SM040B05	G13607	177074085700
SOUTH MARSH IS 040 #B007 (D01)	SM040B07	G13607	177074089800
SOUTH MARSH IS 040 #JA001	SM040J01	G13607	177074063602
SOUTH MARSH IS 040 #JA002	SM040J02	G13607	177074069100
SOUTH MARSH IS 041 #016	SM04116	G01192	177074091800
SOUTH MARSH IS 041 #B002	SM041B02	G01192	177074084901
SOUTH MARSH IS 041 #B003	SM041B03	G01192	177074085300
SOUTH MARSH IS 041 #B004	SM041B04	G01192	177074085400
SOUTH MARSH IS 041 #B006	SM041B06	G01192	177074087600
SHIP SHOAL 079 #A002	SS079A02	G15277	177114134300
SHIP SHOAL 301 #A001	SS301A0100	G10794	177124044301
SHIP SHOAL 301 #A002	SS301A02	G10794	177124053200
SHIP SHOAL 301 #A004	SS301A0400	G10794	177124063100
SHIP SHOAL 301 #A005	SS301A0500	G10794	177124068500
SOUTH TIMBALIER 287 #A008 ST2	ST287A0802	G24987	177164034802
SOUTH TIMBALIER 308 #A001	ST308A0100	G21685	177164028000
SOUTH TIMBALIER 308 #A002 ST1	ST308A0101	G21685	177164028701

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 308 #A003	ST308A0300	G21685	177164030600
SOUTH TIMBALIER 308 #A004	ST308A0400	G21685	177164030900
SOUTH TIMBALIER 308 #A005 ST1	ST308A0501	G21685	177164032901
SOUTH TIMBALIER 308 #A006 BP1	ST308A0601	G21685	177164033301
SOUTH TIMBALIER 308 #A007 BP1	ST308A0701	G21685	177164033804
STATE TRACT 086 R1L	STTR86R1L	ST-TX 172916	420713213700
STATE TRACT 086 R1U	STTR86R1U	ST-TX 172915	420713213700
STATE TRACT 087-10 U (F-12 SD)	STTR8710U	ST-TX 5797	420713194600
STATE TRACT 087-11 U (F-8 SD)	STTR8711U	ST-TX 5797	42071319761
STATE TRACT 087-12	STTR8712	TX Onshore	420713216700
STATE TRACT 087-8 (F-5 SD)	STTR8708	TX Onshore	4207102787
STATE TRACT 088-12B (F-5 SD)	STTR8812B	TX Onshore	420713029900
STATE TRACT 088-5B-L (F-5 SD)	STTR8805B	ST-TX 5749	420710276702
STATE TRACT 088-7B-L (F-8 SD)	STTR8807BL	TX Onshore	420710276602
STATE TRACT 088-7B-U (F-5 SD)	STTR8807BU	TX Onshore	420710276601
STATE TRACT 330 2R	STTR3302R	ST-TX 234082	421673132400
STATE TRACT 330-01	STTR33001	ST-TX 24318	421673131400
STATE TRACT 331-05	STTR33105	ST-TX 178537	4216731320
STATE TRACT 331-06	STTR33106	ST-TX 183756	4216731342
STATE TRACT 331-08	STTR33108	ST-TX 207398	421673140500
STATE TRACT 331-09	STTR33109	ST-TX 191681	4216731304
SUE FULLER #2	SUEFUL2	13911	42734663
VAUGHEY 1	VAUGHEY1	ST-TX 230140	230372095400
VERMILION 078 #A001	VR078A0100	G04421	177054077800
VERMILION 078 #A002 ST2	VR078A0202	G04421	177054047903
VERMILION 078 #A003 ST2	VR078A0302	G04421	177054102402
VERMILION 229 #A001	VR229A01	G27070	177054127100
VERMILION 362 #005	VR36205	G10687	177064073900
VERMILION 362 #A003	VR362A0300	G10687	177064070400
VERMILION 362 #A007	VR362A07	G10687	177064089501
VERMILION 362 #B001	VR362B0100	G10687	177064072800
VERMILION 362 #B002	VR362B0200	G10687	177064073600
VERMILION 362 #B005	VR362B0500	G10687	177064087901
VERMILION 363 #B003	VR363B0301	G09522	177064074101
VERMILION 371 #A001	VR371A0100	G09524	177064068100
VERMILION 371 #A002	VR371A0200	G09524	177064068800
VERMILION 371 #A004	VR371A0400	G09524	177064070800
VERMILION 371 #A005	VR371A0500	G09524	177064072500
VERMILION 371 #A006	VR371A0600	G09524	177064089101
VERMILION 371 #B004	VR371B0400	G09524	177064074801

Asset Name	FWE Acct. Code	Lease Number	API
WEST YELLOW CREEK UNIT (ORRI)	WYELLOWCRE	SL-MS 23017	UNKNOWN

[There are no depth restrictions or limitations applicable to any Acquired Interests set forth in this Exhibit.]

[End of Exhibit C]



**Exhibit D**  
**Platforms and Facilities**

**Part 1. Co-Owned Platforms and Facilities**

**Platforms**

Asset Name	FWE Acct. Code	Complex ID	Lease Number	Area/Block	WI
GRAND ISLE 039 P/F-Q	GI39QPLT	24255	00127	GI039	25.0%
GRAND ISLE 040 P/F-G	GI40GPLT	20043	00128	GI040	25.0%
GRAND ISLE 040 P/F-M	GI40MPLT	24214	00128	GI040	25.0%
GRAND ISLE 041 P/F-D	GI041PFD	20020	00129	GI041	25.0%
GRAND ISLE 041 P/F-B	GI41BPLT	20575	00129	GI041	25.0%
GRAND ISLE 041 P/F-E	GI41EPLT	20032	00130	GI041	25.0%
GRAND ISLE 041 P/F-H	GI41HPLT	23557	00130	GI041	25.0%
GRAND ISLE 041 P/F-I	GI41ICAS	766	00132	GI041	25.0%
GRAND ISLE 042 P/F-C	GI42CPLT	20018	00131	GI042	25.0%
GRAND ISLE 042 P/F-F	GI42FPLT	21859	00131	GI042	25.0%
GRAND ISLE 043 P/F-AC-CMP	GI043PFAC	20021	00175	GI043	25.0%
GRAND ISLE 043 P/F-AP-QRT	GI43APPLT	20221	00175	GI043	25.0%
GRAND ISLE 043 P/F-AQ-QRT	GI43AQPLT	20021	00175	GI043	25.0%
GRAND ISLE 043 P/F-AR-RSR	GI43ARPLT	20021	00175	GI043	25.0%
GRAND ISLE 043 P/F-AS-SEP	GI43ASPLT	20021	00175	GI043	25.0%
GRAND ISLE 047 P/F-A	GI47APLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-AP	GI47APPLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-AQ-QTRS	GI47AQPLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-AX (BRACE)	GI47AXPLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-L	GI47LPLT	22847	00133	GI047	25.0%
GRAND ISLE 047 P/F-O	GI47OPLT	2006	00133	GI047	25.0%
GRAND ISLE 048 P/F-E	GI48EPLT	20194	00134	GI048	25.0%
GRAND ISLE 048 P/F-J	GI48JPLT	20673	00134	GI048	25.0%
GRAND ISLE 048 P/F-P	GI48PPLT	22891	00134	GI048	25.0%
GRAND ISLE 116 P/F-A	GI116APLT	686	G13944	GI116	50.0%
SOUTH MARSH IS 149 P/F-C	SM149CPLT	1027	G02592	SM149	50.0%
SOUTH TIMBALIER 053 P/F-4	ST053PF4	22768	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-6	ST053PF6	24184	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-A	ST053PFA	22421	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-A-AUX	ST053PFAAX	22421	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-C (5)	ST053PFC5	23534	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-I	ST053PFI	22512	G04000	ST053	50.0%
WEST DELTA 068 P/F-U	WD68UPLT	29935	00180	WD068	25.0%
WEST DELTA 070 P/F-D	WD070PFD	20015	00182	WD070	25.0%
WEST DELTA 070 P/F-I	WD070PFI	21805	00182	WD070	25.0%
WEST DELTA 070 P/F-L	WD070PFL	21805	00182	WD070	25.0%
WEST DELTA 070 P/F-FF	WD070PFFF	2035	00182	WD070	25.0%
WEST DELTA 071 P/F-E	WD71EPLT	20047	00838	WD071	25.0%
WEST DELTA 071 P/F-O	WD071OPLT	20510	00838	WD071	25.0%
WEST DELTA 094 P/F-V	WD094PFV	20036	00839	WD094	25.0%

Asset Name	FWE Acct. Code	Complex ID	Lease Number	Area/Block	WI
WEST DELTA 095 P/F-S	WD095PFS	21270	G01497	WD095	25.0%
WEST DELTA 095 P/F-X	WD095PFX	21270	G01497	WD095	25.0%
Asset Name	FWE Acct. Code	Complex ID	RUE Number	Area/Block	WI
[SOUTH MARSH ISLAND 132 P/F B		21982	G30329	SM 132	50%]
SOUTH TIMBALIER 68 CAISS. #1	ST681CAS	24108	G30267	ST 68	20.334%

**Facilities**

Name	State	Parish	Seller	Legal Description	Associated Assets
GRAND ISLE TANK BAT	Louisiana	Jefferson	FEO	PART OF ORIG LOT 8 SEC 32 T21S R25E CONTAINS 0.5286 ACRES as further described in COB 1054/Pg 851, COB 2913/Pg 442, COB 3036/Pg 728, COB 3046/Pg 80, COB 3082/Pg 294, COB 3171/Pg 69 and COB 3171/Pg 70 of the conveyance records of Jefferson Parish, Louisiana	the Co-Owned Leases in the Grand Isle unit and in the Grand Isle/West Delta unit

**Part 2. Other Platforms and Facilities****Platforms**

Asset Name	FWE Acct. Code	Complex ID	Lease Number	Area/Block	WI
BRETON SOUND 025 P/F-A	BS025CAS	2532	G31442	BS025	25.0%
BRETON SOUND 052 P/F-A	BS052PFA		SL-LA 17860	BS052	50.0%
BRETON SOUND 053 P/F-CF	BS053PFCF		Onshore	BS053	50.0%
GREEN CANYON 065 P/F-A	GC065PFA	23552	G05889	GC065	49.0%
HIGH ISLAND 030 P/F-L	HI030PFL		SL-TX 11408	HI030	100.0%
SHIP SHOAL 079 P/F-A	SS79PFA	913	G15277	SS079	100.0%
SHIP SHOAL 301 P/F-A	SS301PFA	32027	G10794	SS301	100.0%
SOUTH TIMBALIER 308 P/F-A	ST308APLT	1500	G21685	ST308	100.0%
VERMILION 078 P/F-A	VR78APLT	23674	G04421	VR078	100.0%
VERMILION 229 P/F-A	VR229PFA	2261	G27070	VR229	50.0%
VERMILION 362 P/F-B	VR362PFB	27064	G10687	VR362	100.0%
VERMILION 371 P/F-A	VR371PFA	27021	G09524	VR371	100.0%
Asset Name	FWE Acct. Code	Complex ID	RUE Number	Area/Block	WI
SOUTH MARSH ISLAND 40 P/F B	SM040PSB	1266	G13607	SM 40	100%
SOUTH MARSH ISLAND 40 P/F JA	SM040PFJA	27017	G13607	SM 40	100%
SHIP SHOAL 80 P/F A	SS080PFA	23548	G30201	SM 40	100%

**Facilities**

Name	State	County/Parish	Seller	Legal Description	Associated Assets
FIELDWOOD NORTH CARENCRO	Louisiana	Lafayette	Fieldwood	TR 2A-1 SEC 71 T8S R4E (2.508 AC)(236.95X461) PART TR 2A SEC 71 T8S R4E (20X647.77X203.61X31.81X236.08X461), all as further described in that Act of Cash Sale recorded at File No. 2013-42702 of the conveyance records of Lafayette Parish, Louisiana	Warehouse for P&A
EAGLE POINT	Texas	Galveston	Fieldwood Onshore		
SAN LEON PROD FACILITY	Texas	Galveston	Fieldwood Onshore	Blocks 138/139 out of the San Leon Townsite & Subdivision out of the Amos Edwards Survey A-10	ST-TX 24318 ST-TX 185633 ST-TX 234082 ST-TX 255675

[End of Exhibit D]

**Exhibit D-1**  
**Inventory**

[Attached]

## Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	54401		WH/B42/S1	LINER: PWR CYL		EA		1	3,975.83	100.0%	3,975.83
North Warehouse	Fieldwood	54402		WH/B42/FLR	PSTN/ROD ASSY: 10-1/2", GMWA,		EA		1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	54403		WH/B42/FLR	PSTN/ROD ASSY: 28", GMWA, ROD		EA		1	21,498.05	100.0%	21,498.05
North Warehouse	Fieldwood	54406		WH/B42/S1	PSTN: 18", PISTON, GMVC 1ST STGE		EA		1	19,676.18	100.0%	19,676.18
North Warehouse	Fieldwood	54407		B3/B3/S2	LINER: 2ND STGE CYL		EA		1	2,542.05	100.0%	2,542.05
North Warehouse	Fieldwood	54408		WH/B41/S2	LINER: GMVC 1ST STGE		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	54409		WH/B37/FL	HD: 2ND STGE CRNKEND		EA		1	4,372.48	100.0%	4,372.48
North Warehouse	Fieldwood	54411		WH/SE Wall/FLR	CRNKSHT: GMVA/GMVC- 12		EA		1	82,650.64	100.0%	82,650.64
North Warehouse	Fieldwood	54412		WH/SE Wall/FLR	CRNKSHT: GMVA/GMVC- 12		EA		2	81,082.47	100.0%	81,082.47
North Warehouse	Fieldwood	54419		B3/B3/S2	PMP: GMVA LUBE OIL		EA		1	5,829.98	100.0%	5,829.98
North Warehouse	Fieldwood	54420		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA		1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54421		WH/B41/FL	CRSSHD ASSY: GMVA/VC/VH		EA		1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54422		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA		1	7,703.92	100.0%	7,703.92
North Warehouse	Fieldwood	54445		B3/B3/S2	GEAR: GMVC BLOWER DRV		EA		1	3,352.24	100.0%	3,352.24
North Warehouse	Fieldwood	54447		WH/B42/FLR	PSTN/ROD ASSY: 18", 1ST STGE		EA		1	14,956.39	100.0%	14,956.39
North Warehouse	Fieldwood	54448		WH/B42/S1	LINER: 18", 1ST STGE COMPRSSR		EA		1	1,967.62	100.0%	1,967.62
North Warehouse	Fieldwood	54449		WH/B42/S1	LINER: 15", 2ND STGE COMPRSSR		EA		1	1,785.43	100.0%	1,785.43
North Warehouse	Fieldwood	54450		WH/B41/S2	LINER: 9-3/4", 3RD STGE COMPRSSR		EA		1	1,909.90	100.0%	1,909.90
North Warehouse	Fieldwood	54452		B3/B1/S1	GEAR: GMV3-FB, PARTCO BLOWER W/HUB		EA		1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54456		WH/B42/FLR	PSTN/ROD ASSY: 9-3/4", 3RD STGE		EA		1	2,399.73	100.0%	2,399.73
North Warehouse	Fieldwood	54457		WH/B43/S1	PSTN/ROD ASSY: 9-5/8", GMWA,		EA		1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54458		WH/B43/FLR	PSTN/ROD ASSY: 17-1/4", GMVA-8 1ST S TGE		EA		1	18,636.17	100.0%	18,636.17
North Warehouse	Fieldwood	54460		B3/B2/FLR	ROD: ALL GMV PWR PISTON		EA		2	1,821.87	100.0%	1,821.87
North Warehouse	Fieldwood	54468		B3/B2/S3	PMP: GMVA H2O W/GSKTS		EA		1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	54469		WH/B41/FLR	CRSSHD ASSY: GMVA/VC/VH		EA		1	13,051.81	100.0%	13,051.81
North Warehouse	Fieldwood	54480		WH/B43/FLR	PSTN/ ROD ASSY: 16-1/4", 2ND STGE,		EA		1	18,408.45	100.0%	18,408.45
North Warehouse	Fieldwood	54481		Bay3/N Wall/FLR	PSTN/ROD ASSY: GMWE PWR,FITS GMWE-12		EA		1	3,223.36	100.0%	3,223.36
North Warehouse	Fieldwood	54486		WH/B43/FLR	PSTN/ROD ASSY: GMWA		EA		1	21,945.24	100.0%	21,945.24
North Warehouse	Fieldwood	56001		WH/B41/S1	BEARING: TLA COMPRSSR RD, BEARING		EA		5	725.83	100.0%	725.83
North Warehouse	Fieldwood	56002		WH/B41/S1	BEARING: TLA MAIN		EA		7	635.76	100.0%	635.76

Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	56633		B3/B5B53	KT: RPR CYL, TLA PWR		EA		5	725.10	100.0%	725.10
North Warehouse	Fieldwood	56644		B3/B4/S2	SPRCKT: TLA CRNKSHT		EA		1	6,085.04	100.0%	6,085.04
North Warehouse	Fieldwood	56645		B3/B4/S3	SPRCKT: TLA		EA		1	3,377.74	100.0%	3,377.74
North Warehouse	Fieldwood	56646		B3/B3/S2	SPRCKT: HYD PUMP & DRV		EA		1	2,135.23	100.0%	2,135.23
North Warehouse	Fieldwood	56648		WH/B41/S1	LINE: CYL, TLA 2ND STG		EA		1	7,817.91	100.0%	7,817.91
North Warehouse	Fieldwood	56653		WH/B43/S2, TOP IN BACK	PSTN: TLA 2ND STGE		EA		1	20,689.57	100.0%	20,689.57
North Warehouse	Fieldwood	56654		WH/B44/S1	PSTN: TLA 1ST STGE		EA		1	22,170.79	100.0%	22,170.79
North Warehouse	Fieldwood	56657		B3/B4/FLR	PMP: SHFT, TLA IDLER		EA		1	1,136.85	100.0%	1,136.85
North Warehouse	Fieldwood	56658		B3/B4/S3	PMP: SHFT, TLA DRIVE		EA		1	3,188.27	100.0%	3,188.27
North Warehouse	Fieldwood	56659		B3/B4/S3	PMP: SHFT, TLA WATER PUMP		EA		1	1,789.07	100.0%	1,789.07
North Warehouse	Fieldwood	56663		WH/B41/S2	SHOE: TLA TPE XHD SLIPPER		EA		1	2,514.18	100.0%	2,514.18
North Warehouse	Fieldwood	56695		B3/B4/FLR	NUT: TLA CONNECTING ROD		EA		4	397.17	100.0%	397.17
North Warehouse	Fieldwood	56744		B3/B4/FLR	GEAR: TLA BULL TIMING CNTRL		EA		1	1,898.39	100.0%	1,898.39
North Warehouse	Fieldwood	56746		B3/B4/S3	GEAR: TLA OIL PUMP		EA		2	3,800.42	100.0%	3,800.42
North Warehouse	Fieldwood	56771		B3/B4/FLR	LABYRINTH: TLA TURBINE		EA		1	1,745.35	100.0%	1,745.35
North Warehouse	Fieldwood	56772		B3/B4/FLR	LABYRINTH: TLA		EA		2	626.73	100.0%	626.73
North Warehouse	Fieldwood	56779		B3/B4/FLR	CARRIER: TLA BULL GEAR		EA		3	1,286.24	100.0%	1,286.24
North Warehouse	Fieldwood	56780		B3/B4/FLR	CARRIER: TLA IDLER GEAR		EA		3	1,187.86	100.0%	1,187.86
North Warehouse	Fieldwood	56782		B3/B4/FLR	LINKAGE: TLA LWR/CNTRL		EA		2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56788		B3/B4/FLR	SHFT COMPRSSR: TLA TIMER DR		EA		2	739.68	100.0%	739.68
North Warehouse	Fieldwood	56799		B3/B4/S3	VLV: TLA FUEL		EA		6	2,288.27	100.0%	2,288.27
North Warehouse	Fieldwood	56800		B3/B5/S3	SPRCKT: TLA CRNKSHT		EA		1	6,512.01	100.0%	6,512.01
North Warehouse	Fieldwood	56802		WH/B44/S2	PSTN/ROD ASSY: TLA MATL NO DRAW TYP E		EA		1	9,300.03	100.0%	9,300.03
North Warehouse	Fieldwood	56806		B3/B6/S1	ROD: TLA W/LCKNG STDDS & PN SZ W/RD CAP		EA		1	24,799.27	100.0%	24,799.27
North Warehouse	Fieldwood	56808		B3/B3/S2	WHEEL: TLA TRBN		EA		1	23,760.81	100.0%	23,760.81
North Warehouse	Fieldwood	56809		WH/B30/S1	SCRN ASSY: TLA DWG		EA		1	3,917.02	100.0%	3,917.02
North Warehouse	Fieldwood	56810		B3/B4/S3	JT: EXPNSN, TLA		EA		2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56811		B3/B1/S2	JT: EXPNSN, TLA EXHAUST		EA		1	980.17	100.0%	980.17
North Warehouse	Fieldwood	56815		B3/B10/S2	INTCLR ASSY: TLA SCAV AIR		EA		6	4,339.69	100.0%	4,339.69
North Warehouse	Fieldwood	56816		B3/B4/FLR	NUT: TLA ROD ALL STGS		EA		1	1,012.96	100.0%	1,012.96
North Warehouse	Fieldwood	56817		B3/B4/S3	RING: TLA TURB NZZLE		EA		2	8,435.25	100.0%	8,435.25
North Warehouse	Fieldwood	58585		WH/SE Wall/FLR	CRNKSHT		EA		1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	59286		WH/B43/S1	PSTN/ROD ASSY: 9-3/4", GMV, W/ 3" ROD		EA		1	12,227.14	100.0%	12,227.14
North Warehouse	Fieldwood	71926		Bay3/N Wall/FLR	STDDS: STEP, CYL. W/ NUTS 4 SUCT		EA		24	72.87	100.0%	72.87
North Warehouse	Fieldwood	71936		B2/B1/S2	CYL: HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71937		B2/B1/S2	CYL: HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25

Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	71939		B2/B4/IS	CYL: COMPRSSR, 8", W/ ALL HD STDDS & NTS		EA		1	6,558.73	100.0%	6,558.73
North Warehouse	Fieldwood	71948		B2/B5/S1	VLV CHR: UNRPR'D		EA		8	153.04	100.0%	153.04
North Warehouse	Fieldwood	71952		B2/B1/S2	CYL: CMPRSSR, 8", W/ IB HEAD & P. GL ND		EA		1	3,497.99	100.0%	3,497.99
North Warehouse	Fieldwood	71955		B2/B4/S1	PSTN: COMP, C.I., W/2 STEEL DONUTS		EA		1	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	71971		B2/B1/S2	PSTN/ ROD ASSY: X 2", NO RINGS, TUNGSTEN		EA		1	1,289.88	100.0%	1,289.88
North Warehouse	Fieldwood	71975		B2/B1/S2	CRSSHD: GUIDE, WBF-74, BORE		EA		1	3,279.36	100.0%	3,279.36
North Warehouse	Fieldwood	71977		B2/B1/S2	DIST PC: WBF-74, NEW OEM 14" CYL		EA		1	2,040.49	100.0%	2,040.49
North Warehouse	Fieldwood	71980		WH/B29/S1	FAN ASSY: 7 BLADE 132" DIA AIR-X-CHANGER		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	71983		WH/B29/S1	FAN BLDES: FIBERGLASS 62" L X 11-1/1 4" W		EA		6	364.37	100.0%	364.37
North Warehouse	Fieldwood	72001		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72002		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72013		WH/B8/FLR	HD: CYL, PWR, RECOND		EA		2	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	72025		WH/B38/S1	MANIFOLD: INTAKE		EA		2	728.75	100.0%	728.75
North Warehouse	Fieldwood	72027		WH/B36/S1	MANIFOLD: EXHST, P9390, SECTIONS		EA		3	655.87	100.0%	655.87
North Warehouse	Fieldwood	72037		WH/B6/S2	ROD: CONN, P9390, US'D		EA		16	510.12	100.0%	510.12
North Warehouse	Fieldwood	81982		B3/B2/FLR	ROD: ARTIC'LD, GMVC		EA		1	1,366.40	100.0%	1,366.40
North Warehouse	Fieldwood	81984		B3/B4/S3	SPRCKT: TLA SGL SPLIT		EA		1	6,635.24	100.0%	6,635.24
North Warehouse	Fieldwood	81985		B3/B4/FLR	SPRCKT: TLA IDLER W/PUMP		EA		1	1,923.89	100.0%	1,923.89
North Warehouse	Fieldwood	81987		WH/B41/S2	SHOE: GMVC XHD		EA		1	1,689.76	100.0%	1,689.76
North Warehouse	Fieldwood	89087		WH/B43/S1	PSTN/ROD ASSY: SZ 28" US'D C7120-3A 3172		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	96073		WH/B8/S2	PMP,HYD: 5.2gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	96074		WH/B8/S2	PMP,HYD: 1.9gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	112605		B3/B8/FLR	KT: RPR VRA		EA		3	852.63	100.0%	852.63
North Warehouse	Fieldwood	112606		B3/B10/S1	VLV		EA		3	1,093.12	100.0%	1,093.12
North Warehouse	Fieldwood	112608		B3/B10/S1	VLV		EA		6	655.87	100.0%	655.87
North Warehouse	Fieldwood	197167		WH/B25/S2	TRBCHRG: VTC254 BBC W/MNTNG GSKT		EA		1	33,066.91	100.0%	33,066.91
North Warehouse	Fieldwood	200368		WH/B30/FLR	ROTOR ASSY, DEEPWELL PUMP		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	200371		B2/B10/FLR	CYL: WRTHGNTN SIZE 9- 1/4"		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200372		B2/B11/FLR	CYL: WRTHGNTN, SIZE 7"		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200379		B2/B11/FLR	CYL: WRTHGNTN SIZE 7.007		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	200380		WH/B5/S2	IMPELLER: TURBINE		EA		1	16,560.78	100.0%	16,560.78
North Warehouse	Fieldwood	200381		WH/B5/S2	IMPELLER: 'C30' B STG, SOLAR		EA		1	17,289.53	100.0%	17,289.53
North Warehouse	Fieldwood	200387		WH/B11/S1	COMPR: AIR		EA		1	6,194.35	100.0%	6,194.35
North Warehouse	Fieldwood	200390		WH/B27/S2	GEAR: BX TYPE, 206HS, RAT 1.262-1		EA		1	29,149.89	100.0%	29,149.89



Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	200400		WH/B5/S2	BEARING ASSY: C30 SLR GC DMPR SUCT		EA		1	21,060.80	100.0%	21,060.80
North Warehouse	Fieldwood	200401		WH/B5/S2	BEARING ASSY: C30 DIS SLR GC TILT PAD		EA		1	18,346.21	100.0%	18,346.21
North Warehouse	Fieldwood	200414		B2/B7/S1	CYL: 6, WRTHGTN COMPRSSR		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200421		B2/B9/FLR	CYL: 15", COMPRSSR, NO STDDS F/VLV CAPS		EA		1	14,574.95	100.0%	14,574.95
North Warehouse	Fieldwood	200422		B2/B5/S1	CYL: 9", COMPRSSR #10674-E I/R -RDS		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200423		B2/B11/S1	CYL: 11-1/4", COMPRSSR W/ 11.287 BORE		EA		1	13,117.45	100.0%	13,117.45
North Warehouse	Fieldwood	200424		B2/B5/S2	CYL: 5", COMPRSSR I/R- RDS		EA		1	9,327.97	100.0%	9,327.97
North Warehouse	Fieldwood	200426		WH/B20/S1	TURBINE		EA		1	3,643.74	100.0%	3,643.74
North Warehouse	Fieldwood	202849		YD/R4	HEAT EXCHNGR		EA		1	22,226.79	100.0%	22,226.79
North Warehouse	Fieldwood	202850		WH/B38/FLR	PMP: CMSD 4X6X10.5		EA		1	65,000.00	100.0%	65,000.00
North Warehouse	Fieldwood	202854		Bay 6	COMPR: PKG		EA		1	22,117.48	100.0%	22,117.48
North Warehouse	Fieldwood	202876		YD/R4	ENG: NG 399		EA		1	-	100.0%	-
North Warehouse	Fieldwood	227188		B3/B6/S1	CYL: CPR GMWA-9-1A PWR CYLINDERS		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	228011		Bay 2	PSTN/ROD ASSY: 29-1/2", CPR F/ V250 COM		EA		1	-	100.0%	-
North Warehouse	Fieldwood	228012		B2/B2/S1	PSTN ROD: I/R RDS 2.125 IN CRBDE CTD		EA		1	2,379.02	100.0%	2,379.02
North Warehouse	Fieldwood	229324		WH/B44/S1	PSTN/ROD ASSY: TLA COMPRSSR		EA		1	4,733.25	100.0%	4,733.25
North Warehouse	Fieldwood	233282		Linear Controls	ENG:NG,235hp,1200rpm		EA		1	26,909.80	100.0%	26,909.80
North Warehouse	Fieldwood	233305		B1/Floor	ENG:DIESEL,318hp,8,210 0rpm		EA		1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	233453		Yard/Row 3	GEN:DIESEL,30kW,208/48 0V,AC,1800rpm, 3ph		EA		1	9,291.53	100.0%	9,291.53
North Warehouse	Fieldwood	241167		B2/B6/FLR	CYL: 28", VRA CLRK COMPRSSR		EA		1	3,079.21	100.0%	3,079.21
North Warehouse	Fieldwood	241168		B2/B7/FLR	CYL: 17", VRA CLRK COMPRSSR		EA		1	2,309.41	100.0%	2,309.41
North Warehouse	Fieldwood	241169		B2/B2/FLR	CYL: 9, VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241173		WH/B44/FL	PSTN/ROD ASSY: VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241179		WH/B1/Floor	HD: VRA CLRK O/BRD UNLDR		EA		1	3,849.02	100.0%	3,849.02
North Warehouse	Fieldwood	241181		B10K/B36/S1	VLV CHR: VRA CLRK VLV CHRS F/13"		EA		12	173.21	100.0%	173.21
North Warehouse	Fieldwood	241182		B3/B10,11,12/FLR	PSTN: VRA CLRK PWR		EA		6	2,169.33	100.0%	2,169.33
North Warehouse	Fieldwood	241185		B3/B9/S1	ROD: VRA CLRK ART CONN		EA		1	11,708.19	100.0%	11,708.19
North Warehouse	Fieldwood	241189		B3/B10/S3	PIN: WRIST, VRA CLRK PWR PISTON		EA		4	1,255.26	100.0%	1,255.26
North Warehouse	Fieldwood	241191		B3/B8/S1	TENSIONER: VRA CLRK CHAIN		EA		2	1,196.78	100.0%	1,196.78
North Warehouse	Fieldwood	241202		B3/B2/S2	GVRNR: GMVC-12		EA		1	8,409.66	100.0%	8,409.66
North Warehouse	Fieldwood	241203		B3/B1/FLR	JUMPER: H2O, GMVC-12 HD TO CYL		EA		12	148.50	100.0%	148.50
North Warehouse	Fieldwood	241205		B3/B3/S2	JUMPER: H2O, GMVC-12 CYL TO RAIL		EA		6	111.47	100.0%	111.47

Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	241216		B3/B3/S3	EXHST: ELBOW, GMVC-12, GMVA-34-2C		EA		4	857.27	100.0%	857.27
North Warehouse	Fieldwood	251608		B2/Yard	ENG		EA		1	-	100.0%	-
North Warehouse	Fieldwood	252667		B2/B5/S2	CYL: 6", WHT SUPR COMPRESSR CMLPT		EA		1	4,862.67	100.0%	4,862.67
North Warehouse	Fieldwood	323171		WH/B41/S1	PSTN: RING FOR 23.00" PISTON		EA		2	238.14	100.0%	238.14
North Warehouse	Fieldwood	323172		WH/B41/S1	PSTN: RING FOR 16.50" PISTON		EA		2	223.27	100.0%	223.27
North Warehouse	Fieldwood	323173		WH/B41/S1	PSTN: RING FOR 10.50" PISTON		EA		3	139.85	100.0%	139.85
North Warehouse	Fieldwood	326861		WH/B41/FLR	PSTN: 10.50", PART #579-062-001		EA		1	6,451.03	100.0%	6,451.03
North Warehouse	Fieldwood	326862		WH/B44/FLR	PSTN: ROD FOR 10.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326863		WH/B44/FLR	PSTN: ROD FOR 23.00", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326864		WH/B44/FLR	PSTN: ROD FOR 16.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	328243		WH/B41/FLR	PSTN: 16.50", PART #579-082-201		EA		1	18,426.94	100.0%	18,426.94
North Warehouse	Fieldwood	329558		Linear Controls	ENG:NG,423hp,12,7in,H2 0,900rpm		EA		1	84,000.00	100.0%	84,000.00
North Warehouse	Fieldwood	333387		WH/B41/FLR	PSTN: 23.00", PART #579-303-201		EA		1	33,442.43	100.0%	33,442.43
North Warehouse	Fieldwood	348619		B1/B1/S1	MTR,ELEC:TEFC,3600rpm, 150hp,445LP		EA		1	7,220.06	100.0%	7,220.06
North Warehouse	Fieldwood	370132		Linear Controls	ENG:NG,85-220hp,1905in3,6,7IN		EA		1	60,750.95	100.0%	60,750.95
North Warehouse	Fieldwood	500133		Fluid Crane	SUMP TANK,4'WX10' LX4'H,ATM OS,EXT,16" PFLA		EA		1	26,250.00	100.0%	26,250.00
LAF-Southpark	Halliburton	ZCUSSH101603791		P7010	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200 TA-3	EA		1	5,135.00	100.0%	5,135.00
LAF-Southpark	Halliburton	ZCUSSH101398678		C019	COMB CPLG,3 1/2-12 UN-2B X 3 1/2 API-NU	SHELL TROIKA GC 200	EA		1	826.00	100.0%	826.00
LAF-Southpark	Halliburton	ZCUSSH101522287		C585	LOC:NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		1	914.85	100.0%	914.85
LAF-Southpark	Halliburton	ZCUSSH101522287		C585	LOC:NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		1	914.85	100.0%	914.85
LAF-Southpark	Halliburton	ZCUSSH101522287		C500	LOC:NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		1	914.85	100.0%	914.85
LAF-Southpark	Halliburton	ZCUSSH101603543		C010	SUB,BOT,MGP,5 1/2-10 UNS-2A X 5 1/4-10	SHELL TROIKA GC 200	EA		1	917.92	100.0%	917.92
LAF-Southpark	Halliburton	ZCUSSH101603791		P048	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		C585	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		C585	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		P7010	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101652773		C5006	LN,2.750,S13CR,3 1/2-9.2 VARST1,B-P	SHELL TROIKA GC 200	EA		1	728.83	100.0%	728.83
LAF-Southpark	Halliburton	ZCUSSH101858738		C5011	PKR,7,32-35,4 1/2-4 AC-2G-LH .SCB	SHELL TROIKA GC 200	EA		1	6,494.54	100.0%	6,494.54
LAF-Southpark	Halliburton	ZCUSSH101939766		C585	LOC:NO-GO,4-13.20 VARST1 X 3 1/2-12 UN-2	SHELL TROIKA GC 200	EA		1	793.54	100.0%	793.54

Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	W/%	Net Value
LAF-Southpark	Halliburton	ZCUSSH101939766		C585	LOC,NO-GO,4-13.20 VARST1 X 3 1/2-12 UN-2	SHELL TROIKA GC 200	EA		1	793.54	100.0%	793.54
LAF-Southpark	Halliburton	ZCUSSH100008579		C028	GID,TUBE,WD,5 3/8-10 UNS,7,32-38 X 4.00	SHELL TROIKA GC 200	EA		1	493.00	100.0%	493.00
LAF-Southpark	Halliburton	ZCUSSH101252847		C002	MDRL,NWD,4 1/2-12 UN-2A X 4 1/2 API-LC,7	SHELL TROIKA GC 200	EA		1	889.00	100.0%	889.00
LAF-Southpark	Halliburton	ZCUSSH101290361		C027	MULE SHOE GID,3 1/2-12 UN BOX	SHELL TROIKA GC 200	EA		1	268.00	100.0%	268.00
LAF-Southpark	Halliburton	ZCUSSH101346768		C358	CLO SLV ASSY,MPT,5 1/4-10 UNS X 5-18	SHELL TROIKA GC 200	EA		1	2,643.00	100.0%	2,643.00
LAF-Southpark	Halliburton	ZCUSSH101346768		P11	CLO SLV ASSY,MPT,5 1/4-10 UNS X 5-18	SHELL TROIKA GC 200	EA		1	2,643.00	100.0%	2,643.00
LAF-Southpark	Halliburton	ZCUSSH101555004		C358	REDCG ADPTR,2 1/4 OTIS-ST X 2 3/8-4.60	SHELL TROIKA GC 200	EA		1	415.00	100.0%	415.00
LAF-Southpark	Halliburton	ZCUSSH101555004		C358	REDCG ADPTR,2 1/4 OTIS-ST X 2 3/8-4.60	SHELL TROIKA GC 200	EA		1	415.00	100.0%	415.00
LAF-Southpark	Halliburton	ZCUSSH101555547		C046	SEAL ASSY,2.650 X 2 1/4 OTIS-ST	SHELL TROIKA GC 200	EA		16	468.79	100.0%	468.79
LAF-Southpark	Halliburton	ZCUSSH101575482		C358	REDCG ADPTR,2 3/8-4.60 TSH 511 X 2 1/4	SHELL TROIKA GC 200	EA		1	461.00	100.0%	461.00
LAF-Southpark	Halliburton	ZCUSSH101575482		C358	REDCG ADPTR,2 3/8-4.60 TSH 511 X 2 1/4	SHELL TROIKA GC 200	EA		1	461.00	100.0%	461.00
LAF-Southpark	Halliburton	ZCUSSH323456		C5002	SEAL UNIT EXT,3 1/2-12 UN,B-P,3.88	SHELL TROIKA GC 200	EA		1	813.00	100.0%	813.00
LAF-Southpark	Halliburton	ZCUSSH101944453		C5006	COL SHFT TL,BS1,2.770,41XX LAS	SHELL TROIKA GC 200	EA		4	1,532.00	100.0%	1,532.00
LAF-Southpark	Halliburton	ZCUSSH102004784		P11	TRV JT,3 1/2-9.20 VARST1 B-P	SHELL TROIKA GC 200	EA		1	148.00	100.0%	148.00
LAF-Southpark	Halliburton	ZCUSSH102127370		C7012	FLDLOSS DVC,FS2-L,5.470,2.770,SCB	SHELL TROIKA GC 200	EA		1	16,617.00	100.0%	16,617.00
LAF-Southpark	Halliburton	ZCUSSH102132850		C5006	SEAL ASSY,3.880 X 3 1/2-12 UN,MLD AFLAS	SHELL TROIKA GC 200	EA		5	595.00	100.0%	595.00
LAF-Southpark	Halliburton	ZCUSSH102138028		C5006	PERF COL LOCTR,4.000 X 2 7/8 API-EU	SHELL TROIKA GC 200	EA		1	2,758.00	100.0%	2,758.00
LAF-Southpark	Halliburton	ZCUSSH102138040		C5006	MULESHOE GDE,3 1/4-8 UN-2B,BOX,WITH BAF	SHELL TROIKA GC 200	EA		1	374.23	100.0%	374.23
LAF-Southpark	Halliburton	ZCUSSH102154734		C5006	SHR JT ASSY,3 1/2-9.20 VARST1,B-P	SHELL TROIKA GC 200	EA		3	162.00	100.0%	162.00
LAF-Southpark	Halliburton	ZCUSSH102004784		B5-R1-RW4	TRV JT,3 1/2-9.20 VARST1 B-P	SHELL TROIKA GC 200	EA		1	162.00	100.0%	162.00
LAF-Southpark	Halliburton	ZCUSSH102004784		B5-R2-RW4	TRV JT,3 1/2-9.20 VARST1 B-P	SHELL TROIKA GC 200	EA		1	162.00	100.0%	162.00
LAF-Southpark	Halliburton	ZCUSSH102127370		C7011	FLDLOSS DVC,FS2-L,5.470,2.770,SCB	SHELL TROIKA GC 200	EA		1	16,617.00	100.0%	16,617.00
LAF-Southpark	Halliburton	ZCUSSH102134650		C5006	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		2	876.98	100.0%	876.98
GE - Broussard	GE - Broussard	H10004-2			SCREW,CAP,HEX COLLAR, 2.000- 8 X 9.000 LG,UN-2A, LOW TEMPERATURE SERVICE	SHELL TROIKA GC 200	EA		24	697.00	100.0%	697.00
OES - Broussard	Offshore Energy Services	GP5241-1		HW-R4-L1-A06	3-WAY SHOOT AROUND(3.5" 9.20# AF913-110Y VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20# VARST-1 BOX 2FT)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00

Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	W/%	Net Value
OES - Broussard	Offshore Energy Services	GP5241-2		HW-R4-L1-A06	3-WAY SHOOT AROUND(3.5" 9.20# AF913-110Y VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20# VARST-1 BOX 2FT)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5235-6		HW-R1-L2-A02	COUPLING (3.5" 9.20# 13CRM110 VARST-1) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5233-1		HW-R1-L1-A17	CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20# VARST-1 PIN AF913-110Y 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5233-2		HW-R1-L1-A17	CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20# VARST-1 PIN AF913-110Y 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5239-2		HW-R4-L1-A06	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5239-3		HW-R4-L1-A06	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5239-4		HW-R4-L1-A06	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5240-1		HW-R4-L1-A06	PUP JOINT (5.5" 17# 13CR110Y HYPTP1 FOX K PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5240-2		HW-R4-L1-A06	PUP JOINT (5.5" 17# 13CR110Y HYPTP1 FOX K PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5036-1		HW-R3-L1-A15	CROSSOVER (3.5" 9.20# 13CRS110Y VARST-1 BOX/ 3.5" 9.20# TSH 511 BOX 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5036-2		HW-R3-L1-A15	CROSSOVER (3.5" 9.20# 13CRS110Y VARST-1 BOX/ 3.5" 9.20# TSH 511 BOX 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5037-1		HW-R3-L1-A15	CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5037-2		HW-R3-L1-A15	CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5035-1		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00

Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	W/%	Net Value
OES - Broussard	Offshore Energy Services	GP5035-2		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-3		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-4		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-5		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-6		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-7		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-8		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-9		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-1		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-2		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-3		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-4		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-3		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-4		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-5		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-6		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-1		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00

## Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	W/%	Net Value
OES - Broussard	Offshore Energy Services	GP5040-2		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-3		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-4		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-5		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-6		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-7		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5042-1		HW-R1-L3-A18	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 10FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5048-1		HW-R2-L6-A06	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5047-1		HW-R2-L6-A02	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 14FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5038-1		HW-R3-L1-A15	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5039-1		HW-R4-L1-A21	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5039-2		HW-R4-L1-A21	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5039-3		HW-R4-L1-A21	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5045-1		HW-R2-L1-A13	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5043-1		HW-R1-L3-A18	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 8FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5063-1		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CRM110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-2		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CRM110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00

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Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	W/%	Net Value
OES - Broussard	Offshore Energy Services	GP5063-3		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-4		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-5		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-6		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-7		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-8		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-1		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-10		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-2		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-3		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-4		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-5		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-6		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-7		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00



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Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
OES - Broussard	Offshore Energy Services	GP5060-8		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-9		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5266-1		HW-R3-L5-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5266-2		HW-R3-L5-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
Schiever	Weatherford	541R070SLI2Q12A002		(13) OUTSIDE 14 (7) OUTSIDE 16	SUB, CENTRALIZER ROT 7 541R Q125 VAM SLIJ-II 32.0 9.75 OD	SHELL TROIKA GC 200	EA		20	635.00	100.0%	635.00
Schiever	Weatherford	M212W70SLI2Q12A002		OUTSIDE 6	SHOE, GUIDE 7 M212W CONC CMPST Q125 VAM SLIJ-II 32.0	SHELL TROIKA GC 200	EA		2	471.18	100.0%	471.18
Schiever	Weatherford	M45AP70SLI2Q12A002		OUTSIDE 6	COLLAR, FLOAT 7 M49AP Q125 NR VAM SLIJ-II 32.0 2-4	SHELL TROIKA GC 200	EA		2	1,092.48	100.0%	1,092.48
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 61	1-48" X 15' X 230 WP L.P. Horizontal Separator (No Skid)	?	EA		1	4,850.00	100.0%	4,850.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 64	24" X 10' Vertical H.P. Separator w/Skid	Eugene Island Block#266-B	EA		1	1,770.00	100.0%	1,770.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 65	12" X 6' Vertical LP Fuel Gas Scrubber (No Skid)	?	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 66	12" X 6' Vertical LP Fuel Gas Scrubber w/Skid	South Marsh Island 11-N	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 70	1-120 Degree Boat Landing with 48" Plate Doublers	South Marsh Island 11	EA		1	820.00	100.0%	820.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 73	24" X 10' Vertical H.P. Separator w/Skid	?	EA		1	1,625.00	100.0%	1,625.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 74	30" X 10' Vertical LP Test Separator w/Skid	?	EA		1	1,895.00	100.0%	1,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 77	16" X 8' Vertical LP Separator (No Skid)	South Marsh Island 10	EA		1	1,455.00	100.0%	1,455.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 90	1-48" X 10' X 275 WP L.P. Horizontal Scrubber Vessel NO SKID	South Marsh island Block# 48 E	EA		1	4,120.00	100.0%	4,120.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 96	1-Glycol Reboiler with Stack & Stihl Column	High Island Block# 467 A	EA		1	8,145.00	100.0%	8,145.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 100	48" X 10' X 275# W.P. Horizontal Water Skimmer with Skid	N/A	EA		1	4,175.00	100.0%	4,175.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 101	42" X 15' X 1440# W.P. Horizontal 3-Phase Separator "No Skid"	N/A	EA		1	3,895.00	100.0%	3,895.00

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Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 102	42" X 12' 6" X 125# W.P. Horizontal Skimmer with Skid	N/A	EA		1	3,215.00	100.0%	3,215.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 103	20" X 7' 6" X 275 W.P. Vertical Separator with Skid	N/A	EA		1	1,210.00	100.0%	1,210.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 104	30" X 10' X 1480 W.P. Horizontal Separator with Skid	N/A	EA		1	2,150.00	100.0%	2,150.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 105	One Dual Meter Run Skid with Pig Traps	N/A	EA		1	1,385.00	100.0%	1,385.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 106	30" X 6' X 150# W.P. Vertical Scrubber Vessel with Skid	N/A	EA		1	1,665.00	100.0%	1,665.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. KK	30" X 4' X 250 WP Vertical Scrubber Vessel w/Skid	From Offshore Specialty Fabricators in Houma	EA		1	1,570.00	100.0%	1,570.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. CCC	Line Heater/Reboiler Package 8' W X 22' 6" L X 10' 1" T	Eugene Island Block# 212 "A"	EA		1	12,275.00	100.0%	12,275.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. DDD	3-Vapor Recovery Stands	Eugene Island Block# 212 "A"	EA		1	235.00	100.0%	235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. EEE	1-Heater Stack, 1-Still Column, and Misc Pipe and Hardware for Line Heater/Reboiler	Eugene Island Block# 212 "A"	EA		1	355.00	100.0%	355.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 107	1-Pallet of Used Spool Piping	West Cameron Block# 165 "A"	EA		1	295.00	100.0%	295.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 108	1-Stairway with Handrails, 1-Caged Access Ladder, & 2-Small Deck Extension/Work Platforms	Green Canyon Block# 65 "A"	EA		1	225.00	100.0%	225.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 109	1-Filter Separator with Skid (5' X 12' X 8' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,155.00	100.0%	1,155.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 110	1-Float Cell with Skid (7' X 12' X 9' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,490.00	100.0%	1,490.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 111	Two (2) Plate Heat Exchanger Skids	High Island Block# A595 "CF"	EA		1	475.00	100.0%	475.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 112	1-Piggy-Back Water Skimmer & Float Cell Package (Newly Fabricated)	Main Pass Block# 140-A	EA		1	5,025.00	100.0%	5,025.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 113	1-Verticle Water Skimmer Vessel with Skid (60" X 12" X 15,000#) (MBM-1800)	Vermillion Block# 60-A	EA		1	3,375.00	100.0%	3,375.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 114	1-Verticle Flootation Unit (4M Spinsep) with Skid (ABM-1908) (10,150#) (Monosep Corporation-Serial# MCO-2076)	West Cameron Block# 68-A	EA		1	655.00	100.0%	655.00

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Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 115	1-Verticle Test Separator with Skid (MBD-4501) (36 X 10 Foot X 17,000#) (2,000 WP @ 100 deg, MFG 1982)	West Cameron Block# 68-A	EA		1	865.00	100.0%	865.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 116	1-Horizontal 3-Phase H.P. Production Separator with Skid (MBD-4502) (60" X 15') (1440 @ 100 Deg-Yr Built 1982)	West Cameron Block# 68-A	EA		1	1,435.00	100.0%	1,435.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 117	1-Vertical Vent Scrubber Package with Skid (MBF-2401) (30" X 10' X 22,000#)	West Cameron Block# 68-A	EA		1	1,775.00	100.0%	1,775.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 118	1-Horizontal 2-Phase Vent Scrubber Vessel W/Skid (48" X 10' X 150# @ 100 Deg) Built 1987	East cameron Block# 320-A	EA		1	3,545.00	100.0%	3,545.00
Viking - Henderson	Viking Fabricators, LLC				Handrails		EA		179	315.00	100.0%	315.00
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDER CAGES		EA		1	763.87	100.0%	763.87
Viking - Youngsville	Viking Fabricators, LLC				12'-6" LONG LADDER CAGES		EA		84	1,291.85	100.0%	1,291.85
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDERS		EA		81	622.75	100.0%	622.75
Viking - Youngsville	Viking Fabricators, LLC				20 FT. LONG LADDERS		EA		107	1,236.43	100.0%	1,236.43
Linear - Lafayette	Linear Controls	2124118-01	11233630-1	ATS - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	7,155	1	5,545.13	100.0%	5,545.13
Linear - Lafayette	Linear Controls	2124617-01	2659561170	ATS - OUTDOOR	ASSY, RIG TEST SKID, SUBSEA TREE,		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124117-07	400257303-01	ATS - OUTDOOR	CONV. ASSY, SUBSEA TREE, 4" X 2"-10M,		EA	80,000	1	62,000.00	100.0%	62,000.00
Linear - Lafayette	Linear Controls	2273013-01	110598733-1(RR1)	ATS - OUTDOOR	ASSEMBLY, 5" X 2"-10M SPOOLTREE.		EA	66,000	1	51,150.00	100.0%	51,150.00
Linear - Lafayette	Linear Controls	2124123-01	96101817050	ATS - OUTDOOR	ASSY, TREE CAP SHIPPING SKID		EA	1,850	1	1,433.75	100.0%	1,433.75
Linear - Lafayette	Linear Controls	2124145-01	45256012-5	ATS - OUTDOOR	ASSY, HUB, 4" WELL TERMINATION,		EA	1,400	1	1,085.00	100.0%	1,085.00
Linear - Lafayette	Linear Controls	2141833-01	11227730-01	ATS - OUTDOOR	ASSY, TREE TRANSPORTATION SKID, BP		EA	5,800	1	4,495.00	100.0%	4,495.00
Linear - Lafayette	Linear Controls	2124836-01	11171617-1	ATS - OUTDOOR	TEST STUMP BODY, TREE FAT SKID,		EA	6,200	1	4,805.00	100.0%	4,805.00
Linear - Lafayette	Linear Controls	2124641-01	11384318-1	ATS - OUTDOOR	ASSY, COMPLETION GUIDE BASE, STM-15		EA	20,500	1	15,887.50	100.0%	15,887.50
Linear - Lafayette	Linear Controls	2098861-02	11197244-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2098861-02	11199037-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124119-01	964534560	ATS - OUTDOOR	ASSY, TREE RUNNING TOOL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124129-01	265340930	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124128-01	11286013-17	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER, STM-15,		EA	1,000	1	775.00	100.0%	775.00

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Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	2124135-01	2659561200	TOOLSID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124135-01	2659561190	TOOLSID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2018904-01	265956120(RR2)	TOOLSID - OUTDOOR	ASSY, LEAD IMPRESSION TOOL		EA	900	1	697.50	100.0%	697.50
Linear - Lafayette	Linear Controls	2124129-01	266013010	TOOLSID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124139-01	11186901-01	TOOLSID - OUTDOOR	ASSY, DUMMY TBG HGR, STM-15, 4.06"		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2055294-12	110357224-01	CPB 077 - INDOOR	ASSEMBLY, TUBING HANGER, 5 IN NOM.		EA	2,500	1	1,937.50	100.0%	1,937.50
Linear - Lafayette	Linear Controls	2748033-01	45353783-01-01	CPB 077 - INDOOR	WIRELINE PLUG, 5.25" DIA, METAL AND		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2749898-01	4500436775-2-1	CPB 077 - INDOOR	5.250" WIRELINE PLUG 'HH' TRIM WITH		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2055296-02-01	110407008-1	CPB 078 - INDOOR	ASSEMBLY, INTERNAL TREE CAP, 10K WP		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	60007268	96953428110	SF-YARD - OUTDOOR	TROIKA TOOL SHED		EA		1	15,000.00	100.0%	15,000.00
Linear - Lafayette	Linear Controls	2124147-04	111802674	TRI 168 - INDOOR	ASSY, CLAMP, W/ SEAL PLATE, 10"		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-06	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11363037-01	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-04	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124159-01	45284821-04	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	2124159-01	45284821-01	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	041700-47	4503010723-1-1	TRI 171 - INDOOR	GASKET, AX - 18-3/4" 10/15M 316 SS		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124147-01	96111219520	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	96111219570	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2141279-01	4502534448-01-01	TRI 172 - INDOOR	CLAMP, 10" FLOWLINE/ PIGGING LOOP/		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-02-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-01-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-03-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2142930-01	4501742451-1-2	TRI 174 - INDOOR	ACCESS STAND, G2 TUBING HANGER RUNNING		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25

## Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	2124581-01	11410124-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11170112-02	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-02	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-03	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-04	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-01	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-03	4502533058-01-01	TRI 174 - INDOOR	SEAL PLATE, 10" FLOWLINE JUMPER		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11251434-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124586-01	450605865-1	TRI 175 - INDOOR	END PLATE, MANDREL RETAINER,		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2124584-01	450605849-1-1	TRI 175 - INDOOR	MANDREL, RETAINER SLEEVE,		EA	400	1	310.00	100.0%	310.00
Linear - Lafayette	Linear Controls	2124535-01	NS201604020729021	TRI 175 - INDOOR	ANNULUS LOOP, 2.875 O.D. X 2.125		EA	300	4	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124624-01	450604006-1	TRI 175 - INDOOR	BODY, 4" PRODUCTION STAB,		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124585-01	450605858-1	TRI 175 - INDOOR	RETAINER PLATE, MASTER VALVE BLOCK		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2156742-01	11328834-01	TRI 175 - INDOOR	SUB-ASSY, BOP SPANNER JOINT, 7.625"		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2156773-02	11322641-01	TRI 175 - INDOOR	UPPER ADAPTER, BOP SPANNER JOINT,		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124147-01	400297648	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	11213146-1	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	041700-09-01	400133273	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	041700-09-01	400133274	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	2098477-01	175670-1	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2098477-01	175670-2	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124579-02	45434247-8	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-6	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-11	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-2	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45438628-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50

## Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	2124579-02	45445642-4	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	501040-1	961276244180	TRI 178 - INDOOR	6" Gasket Sealing Ring		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-04	45424496-2	TRI 178 - INDOOR	GASKET W/ O-RING, 10"-15M SEAL		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-06	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434274-02	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-03	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124134-01	2659561110	TRI 180 - INDOOR	ASSY, TUBING HANGER ADJUSTMENT STAN		EA	600	1	465.00	100.0%	465.00
Linear - Lafayette	Linear Controls	2099720-02	26-1567	TRI FLOOR - INDOOR	ASSY, TREE CAP RUNNING TOOL, BP		EA	5,000	1	3,875.00	100.0%	3,875.00
Linear - Lafayette	Linear Controls	60031311	9523237807360	TRI SHED - INDOOR	Troika Dummy Control Pod		EA	3,000	1	2,325.00	100.0%	2,325.00
Linear - Lafayette	Linear Controls	60031470	9523237807390	TRI SHED - INDOOR	SHELL DUMMY CONTROL POD SHIPPING SKID		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2123000-01	9624280360	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123000-01	2657807220	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123738-01	9624280370	TRI-SHELL - OUTDOOR	LIFT SUB, 1.50" NOM SHACKLE X		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2099099-03	11196376-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2099099-03	11210778-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2035504-02	961276650350	TRI-SHELL - OUTDOOR	ASSY, DEBRIS CAP, 18-3/8" OD MCPAC		EA	100	1	77.50	100.0%	77.50
Linear - Lafayette	Linear Controls	2035519-01	1276650650	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2035519-01	1276650660	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2156132-01	9523237807220	TRI-SHELL - OUTDOOR	ASSY, COMBINATION (TREE/TREE CAP)		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2156145-01	11324065-01	TRI-SHELL - OUTDOOR	ASSY, 3-1/16-15M MONOBORE TUBING		EA	8,500	1	6,587.50	100.0%	6,587.50
Linear - Lafayette	Linear Controls	2124137-01	9523237807330	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124137-01	9523237807340	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124118-01	11278658-1	TRI-SHELL - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	8,000	1	6,200.00	100.0%	6,200.00
Linear - Lafayette	Linear Controls		Serial.# WPI317		Waukesha Engine L7042 GSI		EA		1	82,625.00	100.0%	82,625.00

Exhibit D-1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls		Serial.# 48799		Waukesha Engine L3711		EA		1	51,250.00	100.0%	51,250.00
Linear - Lafayette	Linear Controls		Serial.# 1029776		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.# 218794		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.#396632		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Linear - Lafayette	Linear Controls		Serial.# 362530		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Whitco - Broussard	Whitco Supply	357501			1" x 3' x 20' Galvanized Grating		EA		106	395.00	100.0%	395.00
Whitco - Broussard	Whitco Supply	333963			1-1/2" x 3' x 20' Galvanized Grating		EA		-	598.00	100.0%	598.00
Express - Fourchon	Express Supply & Steel				1" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		10	400.65	100.0%	400.65
Express - Fourchon	Express Supply & Steel				1-1/2" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		35	555.67	100.0%	555.67



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	04536.B		MW-R18-FL	Torque Tool with Calibration Set		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	04538.A		BW-R4-2	Assy, Choke insert, C40SR, CV-300			EA			1		35854.02	35854.02		
Deepwater Warehouse	Fieldwood	04564.B		MW-R2-FL	Assy, Internal Tree Cap, 10M	142981	MC 782 2 DANTZLER COMPLETION	EA			0		45523.37	0		
Deepwater Warehouse	Fieldwood	04627.B		DWW-YARD C-VAN CPU 03011222G1	PLUG, ELECTRICAL;TYP:FL-S-PARE 8-WAY;SPCL FEAT:LEAD 275 FT			EA			0		5378.1	0		
Deepwater Warehouse	Fieldwood	04630.A		BW-R3-3	TOOL, TYPE: CVC OVER-RIDE, MFG: CAMERON, PN: 2166761-02 REV 01, APPLI: FOR CAMERON VERTICAL CONNECTION (CVC) SYSTEM			EA			1		143.41	143.41		
Deepwater Warehouse	Fieldwood	04631.C		MR-5-E	TOOL, SETTING;MFR:CAMERON,PN:2166877-03,TYP MANUAL LOCKOUT			EA			0		35.855	0		
Deepwater Warehouse	Fieldwood	04651.A		DWW-YARD C-VAN HXU 616220-6	Assy, 6", 10K CVC Connector, 6.625 OD	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		142590	285180		
Deepwater Warehouse	Fieldwood	04651.A		DWW-YARD C-VAN HXU 616220-6	Assy, 6", 10K CVC Connector, 6.625 OD	137897	VK 917/962 FFE FEED WORK	EA			0		126000	0		
Deepwater Warehouse	Fieldwood	04651.A		DWW-YARD C-VAN HXU 616220-6	Assy, 6", 10K CVC Connector, 6.625 OD			EA			0		134850.33	0		
Deepwater Warehouse	Fieldwood	04651.B		DWW-YARD C-VAN HXU 616220-6	Assy, 6", 10K CVC Connector, 6.625 OD			EA			0		121174.8	0		
Deepwater Warehouse	Fieldwood	04651.B		BW-AREA 1	Assy, 6", 10K CVC Connector, 6.625 OD			EA			1		0	0		
Deepwater Warehouse	Fieldwood	04652.A		BW-R9-FL	HUB, TYPE: ASSEMBLY, MFG: CAMERON, PN: 2166393-62, APPLICATION: FOR F22 AND RECEIVER STRUCTURE			EA			2		62806.32	125612.64		
Deepwater Warehouse	Fieldwood	04760.A		MR-3-E	GASKET, RING JOINT;CODE:5-AX,MATL:MS,NOM SZ:6IN,CL:10000PSI,STD:PSL 2-4,MFR:CAMERON,PN:2038804-07			EA			1		4201.68	4201.68		
Deepwater Warehouse	Fieldwood	04778.A		DWW-YARD - FRONT	CAP,MFR:VETCO GRAY,PN:H28500-1,TYP CORROSION,SZ 18.750 IN,CONN TYP LEAF SPRING RETENTION FOR H-4 WELLHEAD,MATL ALUMINUM,COMPRISING TWO RUNNING/LIFT PINS, W/HORIZONTAL ROV STAB,APPLI WELLHEAD ABANDONMENT	202673	MC 948 4 GUNFLINT TA	EA			1		19200	19200		
Deepwater Warehouse	Fieldwood	08427.A		DWW-YARD C-VAN HXU 1339199	SHACKLE,BOLT TYPE ANCHOR,17,000 TON SAFE WORKING LOAD,1.375 DIA,GALVNEZED,CROSBY/G21190,1019651			EA			0		376.4670588	0		
Deepwater Warehouse	Fieldwood	08919.A		MW-10-2	GASKET, RING JOINT;CODE:VX-2,MATL:SS,MATL GR:316,CL:10000PSI,COMPRISING-HYCAR INSERTS,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:111227-1,EQ MODEL:MS-700	AFE FW193004	TROIKA	EA			2		0	0		
Deepwater Warehouse	Fieldwood	08919.A		MW-AREA 6	GASKET, RING JOINT;CODE:VX-2,MATL:SS,MATL GR:316,CL:10000PSI,COMPRISING-HYCAR INSERTS,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:111227-1,EQ MODEL:MS-700	139057	MC 948 GUNFLINT DEVELOPMENT	EA			0		4352	0		
Deepwater Warehouse	Fieldwood	08919.A		MW-AREA 6	GASKET, RING JOINT;CODE:VX-2,MATL:SS,MATL GR:316,CL:10000PSI,COMPRISING-HYCAR INSERTS,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:111227-1,EQ MODEL:MS-700	142980	MC 782 1 DANTZLER COMPLETION	EA			0		4352	0		
Deepwater Warehouse	Fieldwood	08920.A		MW-AREA 6	GASKET, RING JOINT;CODE:VX-2,MATL:SS,MATL GR:316,CL:15000PSI,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:H10931-2,EQ MODEL:MS-700	142980	MC 782 1 DANTZLER COMPLETION	EA			0		7995.95	0		
Deepwater Warehouse	Fieldwood	08920.A		MW-AREA 6	GASKET, RING JOINT;CODE:VX-2/VT-2,MATL:SS,MATL GR:316,CL:15000PSI,APPLI:WELLHEAD (SIZE: 18-3/4 IN),MFR:VETCO GRAY,PN:H10931-2,EQ MODEL:MS-700	139057	MC 948 GUNFLINT DEVELOPMENT	EA			0		7995.95	0		
Deepwater Warehouse	Fieldwood	12161.A		MW-R10-FL	CAP,TYP:INTERNAL PRESSURE,APPLN:SUBSEA INTERNAL WELLHEAD	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		30000	30000		
Deepwater Warehouse	Fieldwood	13246.A		PUP JOINT RACK-FLOOR	TREE,MFR:CAMERON,PN:2180719-09			EA			1		433.08	433.08		
Deepwater Warehouse	Fieldwood	13286.A		PR-R1-2	COUPLING, OCTG,NOM SZ:4-1/2IN,WT:12.60lb/ft,MATL GR:13CR80,TOP CONN TYP:VAM TOP	139991	MC 698 1 BIG BEND FEED COMPLY	EA			0		12500	0		
Deepwater Warehouse	Fieldwood	13286.A		PR-R1-2	KIT,COMPRISING:SPUCE (SIZE: 3/4 IN),MFR: SCHLUMBERGER,MN:EDMC-R,REF-90043-000-00001	142980	MC 782 1 DANTZLER COMPLETION	EA			0		12500	0		
Deepwater Warehouse	Fieldwood	13449.A		MR-3-C	KIT,COMPRISING:SPUCE (SIZE: 3/4 IN),MFR: SCHLUMBERGER,MN:EDMC-R,REF-90043-000-00001			EA			6		23533	141198		
Deepwater Warehouse	Fieldwood	13798.A		OS-R1-53	Blind Plug, Compensating: For the 10K hangers. Alloy 718 Compensating Blind Piston Top Assembly, 2 x 1.6 cu.in. Expansion Chambers; Material Number,P5025-21	139991	MC 698 1 BIG BEND FEED COMPLY	EA			1		11500	11500		
Deepwater Warehouse	Fieldwood	13798.A		OS-R1-53	CARD, ELECTRONIC;TYP:1-CHANNEL SUBSEA INTERFACE,FUNC:DOWN HOLE PRESSURE AND TEMPERATURE GAUGE (4),TEMP RNGE:20 TO 3F HEXADECIMAL,MFR: SCHLUMBERGER,MFR:WELLWATCHER,BRAND:UNKNOWN,EQ MODEL:SERIES ESLOC	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		11500	11500		
Deepwater Warehouse	Fieldwood	13798.A		OS-R1-53	CARD, ELECTRONIC;TYP:1-CHANNEL SUBSEA INTERFACE,FUNC:DOWN HOLE PRESSURE AND TEMPERATURE GAUGE (4),TEMP RNGE:20 TO 3F HEXADECIMAL,MFR: SCHLUMBERGER,MFR:WELLWATCHER,BRAND:UNKNOWN,EQ MODEL:SERIES ESLOC	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		11500	11500		
Deepwater Warehouse	Fieldwood	13799.A		PR-R1-2	CONNECTOR, ELECTRICAL;CONDCTR SZ:16-18AWG,MFR:EXPRO,PN:DHCE-A51-BQ-015-001-HN,MFR:TRONIC,BRAND:UNKNOWN	142980	MC 782 1 DANTZLER COMPLETION	EA			0		6962.5	0		
Deepwater Warehouse	Fieldwood	14397.A		DWW-YARD	CONTROL LINE,SINGLE,0.375 X 0.049,INCOLOY 825,ENCAPULATED IN SANTOPRENE JACKET,MID-SOUTH CONTROL LINE,FILLED & FLUSHED TO NAS CLASS 6 STANDARDS W/TRANSAQUA HT			FT			0		3.738570732	0		
Deepwater Warehouse	Fieldwood	14541.A		DWW-YARD C-VAN HXU-1481372	FLOAT COLLAR,16,000 IN,96.00 LBS/FT, HCQ125 TSH 511			EA			2		17883.2275	35766.455		
Deepwater Warehouse	Fieldwood	14543.A		DWW-YARD C-VAN 402189-0	GUIDE SHOE, 17.875 P110 TSH 521			EA			1		12739.3	12739.3		
Deepwater Warehouse	Fieldwood	14862.A		MR-1-D	ADAPTOR, TUBE TO PIPE;TYP:HANGER CONNECTOR,TUBE OD:11/4IN,PIPE SZ:0.5625IN,PIPE CONN:MTM,MFR:PETRO TECHNOLOGIES,PN:2084621 REV N			EA			0		1417.75	0		
Deepwater Warehouse	Fieldwood	15036.A		BW-AREA 3	CENTRALIZER, CASING;TYP:SPRING,CASNG NOM SZ:22IN,CONN TYPE:STRAIGHT LATCH ON,BOW TYP:LAP WELDED,SPCL FEATRS:BOW OD: 29-5/8 IN,MFR:WEATHERFORD,PN:1105722/571157,MN:SERIES 57R	203389	MC 339 SILVERGATE DRL	EA			27		195	5265		
Deepwater Warehouse	Fieldwood	15036.A		BW-AREA 3	CENTRALIZER, CASING;TYP:SPRING,CASNG NOM SZ:22IN,CONN TYPE:STRAIGHT LATCH ON,BOW TYP:LAP WELDED,SPCL FEATRS:BOW OD: 29-5/8 IN,MFR:WEATHERFORD,PN:1105722/571157,MN:SERIES 57R	201560	GC 40 02 Katmal 2	EA			6		195	1170		
Deepwater Warehouse	Fieldwood	17709.A		MR-GENERAL	PLUG,WIRELINE, F/CAMERON 5.250 IN TUBING HANGER, CAMERON PN:2748988-01		MC 782 DANTZLER DEVELOPMENT LL	EA			1		52100	52100		
Deepwater Warehouse	Fieldwood	17946.A		DWW-YARD C-VAN HXU 1339199	SS Wellhead, SEAL ASSEMBLY, 22" X 16" BIG BORE II, WEIGHT SET METAL TO METAL SEAL, RATED 6,500 PSI, H25 SERVICE DRILL QUIP PN:2-403134-02			EA			0		23000.35	0		
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HXU 1339199	FLANGE;TYP:WELD ON,MATL:SS,SPCL FEAT:ALLOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET, PER NOBLE QP Q504.01,APPLI:WELLHEAD (SIZE: 36 IN),MFR:DRILL-QUIP,PN:2-401350-03			EA			0		2179.220417	0		
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HXU 1339199	FLANGE;TYP:WELD ON,MATL:SS,SPCL FEAT:ALLOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET, PER NOBLE QP Q504.01,APPLI:WELLHEAD (SIZE: 36 IN),MFR:DRILL-QUIP,PN:2-401350-03	203389	MC 339 SILVERGATE DRL	EA			0		3275.9	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HICU 1339199	FLANGE;TYP:WELD ON,MATL:SS,SPCL FEAT-ALLOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET, PER NOBLE QP Q504.01,APPLI:WELLHEAD (SIZE: 36 IN),MFR:DRIL-QUIP,PN:2-401350-03	144040	MC 948 4 GUNFLINT D&E	EA			0		3255	0		
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HICU 1339199	FLANGE;TYP:WELD ON,MATL:SS,SPCL FEAT-ALLOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET, PER NOBLE QP Q504.01,APPLI:WELLHEAD (SIZE: 36 IN),MFR:DRIL-QUIP,PN:2-401350-03	201560	GC 40 02 Katmai 2	EA			0		3329.76	0		
Deepwater Warehouse	Fieldwood	18083.A		BW-R5-FL	VALVE, BALL,OPRTD:ROV HANDLE,CONN 1 SZ:4IN,CONN 1 TYPE:NPT,CLS:1000PSI,SPCL FEATRS:PIPE NIPPLE, HAMMER UNION, 0-600 PSI PRESSURE GAUGE, EVERY (4) VALVES,APPLI:SS WELLHEAD,MFR:DRIL-QUIP,PN:2-904265-02			EA			1		2053.607214	2053.607214		
Deepwater Warehouse	Fieldwood	18083.A		DWW-YARD C-VAN HICU 1339199	VALVE, BALL,OPRTD:ROV HANDLE,CONN 1 SZ:4IN,CONN 1 TYPE:NPT,CLS:1000PSI,SPCL FEATRS:PIPE NIPPLE, HAMMER UNION, 0-600 PSI PRESSURE GAUGE, EVERY (4) VALVES,APPLI:SS WELLHEAD,MFR:DRIL-QUIP,PN:2-904265-02			EA			0		2053.607214	0		
Deepwater Warehouse	Fieldwood	18083.A		DWW-YARD C-VAN HICU 1339199	VALVE, BALL,OPRTD:ROV HANDLE,CONN 1 SZ:4IN,CONN 1 TYPE:NPT,CLS:1000PSI,SPCL FEATRS:PIPE NIPPLE, HAMMER UNION, 0-600 PSI PRESSURE GAUGE, EVERY (4) VALVES,APPLI:SS WELLHEAD,MFR:DRIL-QUIP,PN:2-904265-02			EA			0		2053.607214	0		
Deepwater Warehouse	Fieldwood	18083.A		DWW-YARD C-VAN HICU 1339199	SWEDGE,CROSSOVER,22" X 1.000" W.T. BWP DOWN BY 22.130" X .750" W.T. BWP UP, DRIL QUIP PN:2-404391-07, PER NOBLE QP Q504.01			EA			0		5075.488889	0		
Deepwater Warehouse	Fieldwood	18089.A		DWW-YARD C-VAN HICU 1339199	SS Wellhead, SEAL ASSEMBLY,22" X 18" BIG BORE II, SS10/SS15, WEIGHT SET RESILIENT SEAL, RATED 5,000 PSI., DRIL QUIP PN:1-408455-05, MONO API 170,PER NOBLE QP Q504.01			EA			0		37060.07286	0		
Deepwater Warehouse	Fieldwood	18097.A		DWW-YARD C-VAN HICU 1339199	SS Wellhead, SEAL ASSEMBLY, 18-3/4 SS15, 15M PSI, DUAL WEIGHT SET METAL TO METAL SEALS, FOR HANGERS 13-3/8 AND SMALLER, INCLUDES OUTER LOCK RING, H2S SERVICE, DRILQUIP PN:2-404254-05,PER NOBLE QP Q504.01			EA			0		24382.81	0		
Deepwater Warehouse	Fieldwood	18802.A		BW-AREA-3	CASING, OCTG;NOM SZ 22 IN,WT 22.4 28 lb/ft,WALL THK 1 IN,MATL GR X80,CONN TYPE 590M/MATL LG 60 Ft.			FT			7.78		250.0515732	1945.401239		
Deepwater Warehouse	Fieldwood	19122.A		DWW-YARD C-VAN HICU 1339199	SS Wellhead, SEAL ASSEMBLY, 16" TYPE SS10/SS15, F/ 16" SUPPLEMENTAL HANGER, W/70 DURO HYDROGENATED NITRILE F/ELASTOMERIC SEALING ELEMENT, H2S SERVICE, DRIL QUIP PN:2-407542-07			EA			0		23000.35333	0		
Deepwater Warehouse	Fieldwood	19397.A		MR-1-A	DISK, INTERNAL PRESSURE RUPTURE(IPRD), RATED 5500 PSIG @ 150°F 3000 PSIG MIN BACK PRESSURE	144040	MC 948 4 GUNFLINT D&E	EA			2		4589.79	9179.58		
Deepwater Warehouse	Fieldwood	19706.C		DWW-YARD C-VAN HICU 616220-6	CAP, PIPE,SZ:6IN,OPER PRESS:10000PSI,MFR:CAMERON,PN:2181629-14	139991	MC 698 1 BIG BEND FEED COMPLT	EA			1		25000	25000		
Deepwater Warehouse	Fieldwood	19706.C		MW-R14-FL	CAP, PIPE,SZ:6IN,OPER PRESS:10000PSI,MFR:CAMERON,PN:2181629-14	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		25000	25000		
Deepwater Warehouse	Fieldwood	19706.C		DWW-YARD C-VAN CPU 0901120	CAP, PIPE,SZ:6IN,OPER PRESS:10000PSI,MFR:CAMERON,PN:2181629-14	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		25000	25000		
Deepwater Warehouse	Fieldwood	19706.C		MW-R14-FL	CAP, PIPE,SZ:6IN,OPER PRESS:10000PSI,MFR:CAMERON,PN:2181629-14	AFE FW193004	TROIKA	EA			1		15446.17	15446.17		
Deepwater Warehouse	Fieldwood	20177.A		DWW-YARD	PUP JOINT, CASING;NOM SZ:16IN,WT:96.00lb/ft,MATL GR:Q125,TOP CONN TYP:TSH 511,LG:20ft			EA			1		4251.9	4251.9		
Deepwater Warehouse	Fieldwood	20182.A		DWW-YARD C-VAN HICU-1481372	GUIDE SHOE, 11.875, 71.80, HCQ125, TSH 523, WEATHERFORD MOD 549, W/L.B. BOW SPRING SUB, 12.250 RESTRICTION INTO 14.500 OPEN HOLE , PN:5490LQHS230H12A002			EA			1		6460.89	6460.89		
Deepwater Warehouse	Fieldwood	20183.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT, 11.875, 71.80, HCQ125, TSH 523, WEATHERFORD MOD L474, DIV, L.B. AUTO FILL, W/ 3.500 DROP BALL, PN: L474OLQH5230H120718			EA			1		14321.53	14321.53		
Deepwater Warehouse	Fieldwood	21764.A		PUP JOINT RACK-FLOOR	Sub, XO 3-1/2" 9.2# VFIL Bx x 3-1/2" 9.3# SC-BTS8 PN 1.18" Lg. 12.5Ksi 13HC, SUPERIOR ENERGY SERVICES PN: 413.35332C			EA			3		1812.416667	5437.25		
Deepwater Warehouse	Fieldwood	23938.A		MR-3-D	WIRE,MFR:CAMERON,PN:2748111-01,TYP LOCKING,APPLI SSR (SIZE: 5.25 IN			EA			2		51.845	103.69		
Deepwater Warehouse	Fieldwood	23962.A		MR-5-D	O RING;INDUS STD:ASS68-465,ID:17.955IN,PN:702645-46-52	139991	MC 698 1 BIG BEND FEED COMPLT	EA			1		181.06	181.06		
Deepwater Warehouse	Fieldwood	23962.A		DWW-YARD C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING;INDUS STD:ASS68-465,ID:17.955IN,PN:702645-46-52	AFE FW580018	KATMAJ/ORLOV/GE NOVESA	EA			6		181.06	1086.36		
Deepwater Warehouse	Fieldwood	23962.A		TRAINING ROOM 1	O RING;INDUS STD:ASS68-465,ID:17.955IN,PN:702645-46-52	AFE FW580018	KATMAJ/ORLOV/GE NOVESA	EA			4		181.06	724.24		
Deepwater Warehouse	Fieldwood	23972.A		MR-5-D	Shear pin, actuator ring (P/N: 2156904-01)			EA			4		48.325	193.3		
Deepwater Warehouse	Fieldwood	24601.A		MW-AREA 5	SAVER SUB, BLANK PIPE, 5.500, 20.00, 13Cr110, SLHT (2 FT)			EA			1		3065.94	3065.94		
Deepwater Warehouse	Fieldwood	24602.A		PUP JOINT RACK-FLOOR	SUB, X-OVER, 3.500, 9.30, SC-BTS8 BOX, X 3.500, 9.20, VFIL PIN,12.5Ksi 13HC,(1.15 FT) SUPERIOR ENERGY SERVICES PN: 413.35331C			EA			2		1626.485	3252.97		
Deepwater Warehouse	Fieldwood	24602.A		PUP JOINT RACK-FLOOR	SUB, X-OVER, 3.500, 9.30, SC-BTS8 BOX, X 3.500, 9.20, VFIL PIN,12.5Ksi 13HC,(1.15 FT) SUPERIOR ENERGY SERVICES PN: 413.35331C	142981	MC 782 2 DANTZLER COMPLETION	EA			6		2497.5	14985		
Deepwater Warehouse	Fieldwood	26133.B		MR-GENERAL	POWER UNIT, ELECTRICAL, SUBSEA, MCS EQUIPMENT ASSEMBLY, AKER, PN: BB14-000748-78	140054	VK 917 POWER UMBILICAL	EA			0		18573	0		
Deepwater Warehouse	Fieldwood	26537.A		MW-AREA 6	PUP JOINT, TUBING;NOM SZ:3-1/2IN,WT:9.30lb/ft,MATL GR:13CR110,CONN TYPE-BTS-8,TOP CONN TYP-BTS-8 BOX,BOT CONN TYP-BTS-8 PIN,LG:6ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		5198	10396		
Deepwater Warehouse	Fieldwood	26538.A		PUP JOINT RACK-TIER 5	PUP JOINT, TUBING;NOM SZ:3-1/2IN,WT:9.30lb/ft,MATL GR:13CR110,CONN TYPE-BTS-8,TOP CONN TYP-BTS-8 BOX,BOT CONN TYP-BTS-8 PIN,LG:8ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		6618.25	6618.25		
Deepwater Warehouse	Fieldwood	27308.A		MR-1-D	UNION;CONN SZ:1/2IN,MFR:PETRO VALVE,PN:120M611	142981	MC 782 2 DANTZLER COMPLETION	EA			0		2781.8	0		
Deepwater Warehouse	Fieldwood	27308.A		MR-1-D	UNION;CONN SZ:1/2IN,MFR:PETRO VALVE,PN:120M611			EA			0		1994.775	0		
Deepwater Warehouse	Fieldwood	27308.A		MR-1-D	UNION;CONN SZ:1/2IN,MFR:PETRO VALVE,PN:120M611	139991	MC 698 1 BIG BEND FEED COMPLT	EA			0		2781.8	0		
Deepwater Warehouse	Fieldwood	27309.A		MR-2-C	UNION, QUICK CONNECT, REDUNDANT, 0.375 IN TUBE, PETRO TECHNOLOGIES, PN: 120M631, REV C			EA			0		1708.51	0		
Deepwater Warehouse	Fieldwood	27312.A		MR-2-C	UNION, QUICK CONNECT, REDUNDANT, 0.375 IN TUBE, PETRO TECHNOLOGIES, PN: 120M931, REV C			EA			0		344.855	0		
Deepwater Warehouse	Fieldwood	27313.A		MR-2-C	UNION, QUICK CONNECT, REDUNDANT, 0.250 IN TUBE, PETRO TECHNOLOGIES, PN: 120M931, REV C			EA			0		302.4642857	0		
Deepwater Warehouse	Fieldwood	27315.A		MR-1-C	UNION, TUBE;TYP:QUICK CONNECT,CONN 1 SZ:1/4IN,MFR:PETRO TECHNOLOGIES,PN:130M201, REV H	142981	MC 782 2 DANTZLER COMPLETION	EA			0		1879.73	0		
Deepwater Warehouse	Fieldwood	27315.A		MR-2-C	UNION, TUBE;TYP:QUICK CONNECT,CONN 1 SZ:1/4IN,MFR:PETRO TECHNOLOGIES,PN:130M201, REV H			EA			0		1224.165	0		
Deepwater Warehouse	Fieldwood	27316.A		MR-1-D	POTH CONNECTOR, 0.375 IN, PETRO TECHNOLOGIES, PN: 130M591, REV D			EA			0		637.615	0		
Deepwater Warehouse	Fieldwood	27317.A		MR-2-C	PLUG, TEST;TYP:ASSEMBLY,CONN SZ:3/8IN,CONN TYPE:MNPT X TUBE,MFR:PETRO TECHNOLOGIES,PN:130M681 REV E			EA			0		917.0166667	0		
Deepwater Warehouse	Fieldwood	27319.A		MR-2-C	POTH CONNECTOR, 0.500 IN, PETRO TECHNOLOGIES, PN: 130M891, REV B			EA			0		701.75	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	27325.A		MR-2-C	ELBOW, PIPE TO TUBE,DEG-90,NOM PIPE 52.3/8IN,PIPE CONN-NPT,TUBE OD:3/8IN,MFR:PETRO TECHNOLOGIES,PN: 150M261 REV A			EA			0		1335.123333	0		
Deepwater Warehouse	Fieldwood	27326.A		MR-2-C	VALVE, CHECKVLY 52.3/BIN,DSGN RTNG:4200PSI,SPLC FEATRS:WITH BURST DISK,MFR:PETRO TECHNOLOGIES,PN:150M421			EA			0		3297.45	0		
Deepwater Warehouse	Fieldwood	27489.A		VERTICAL RACK	VALVE, SUBSURFACE SAFETY,MFR:SCHLUMBERGER,PN:100395464,TYP SURFACE CONTROLLED,TUBNG SZ 4-1/2 IN,WT 12.60 LB/FT,PRFLE 3.688 RPT,OD 7.437 IN,CONN TYPE VAM TOP PIN X PIN,WRKNG PRESS 10000 PSI,MN-TRC-B-10 NIPPLE,MFR:SCHLUMBERGER,PN:101368046,TYP DUAL CHECK CHEMICAL INJECTION,CONN SZ 4-1/2 IN,CONN TYPE BTS-6 BOX X PIN,MATL CS,MATL GR 513 CR 110 KSI,APPLI W/ 0.500 IN. PTFE TESTABLE CONNECTOR, 1/4 IN CHECK VALVE AND 6000 PSI PRESSURE BURST DISC	142980	MC 782 1 DANTZLER COMPLETION	EA		0		470000	0			
Deepwater Warehouse	Fieldwood	27491.A		CR TIER 3	GAUGE,TYP:TRIPLE, COMPRISING:TUBE/ANNULAR/SNORKEL, CABLE HEAD, EDMCR,MFR:SCHLUMBERGER,PN:100364655,MN-NPOG-EL,T-3	142980	MC 782 1 DANTZLER COMPLETION	EA			2		56720	113440		
Deepwater Warehouse	Fieldwood	27493.A		SMALL PARTS ROOM	GAUGE,TYP:TRIPLE, COMPRISING:TUBE/ANNULAR/SNORKEL, CABLE HEAD, EDMCR,MFR:SCHLUMBERGER,PN:100364655,MN-NPOG-EL,T-3	142981	MC 782 2 DANTZLER COMPLETION	EA			0		168900	0		
Deepwater Warehouse	Fieldwood	27494.A		DWW-YARD	CABLE, ELECTRICAL,TYP:TUBING ENCAPSULATED,ARMIR-INCOLOY 825,WALL THK:0.035IN,MFR:SCHLUMBERGER,PN:P486039	142981	MC 782 2 DANTZLER COMPLETION	FT			12500		6.85	85625		
Deepwater Warehouse	Fieldwood	27494.A		DWW-YARD	CABLE, ELECTRICAL,TYP:TUBING ENCAPSULATED,ARMIR-INCOLOY 825,WALL THK:0.035IN,MFR:SCHLUMBERGER,PN:P486039	139991	MC 698 1 BIG BEND FEED COMPLT	FT			12500		6.85	85625		
Deepwater Warehouse	Fieldwood	27496.A		DWW-YARD	CONTROL LINE, HYDRAULIC, SINGLE, 0.500 IN X 0.065 IN WT, INCOLOY 825 MATERIAL, WELDED, ENCAPSULATED, TRANSAQUA FILLED, METAL DRUM, NOBLE QCP, SCHLUMBERGER, PN: 401000000000-4_MSC	142980	MC 782 1 DANTZLER COMPLETION	FT			0		12.568795	0		
Deepwater Warehouse	Fieldwood	27498.A		DWW-YARD	CONTROL LINE, HYDRAULIC, TRIPLE, FLATPACK, (3) 0.250 IN X 0.065 IN WT, INCOLOY 825 MATERIAL, WELDED, ENCAPSULATED, TRANSAQUA FILLED, METAL DRUM, NOBLE QCP, SCHLUMBERGER, PN: 2C12C12C1000-4_MSC	142980	MC 782 1 DANTZLER COMPLETION	FT			0		12.68605226	0		
Deepwater Warehouse	Fieldwood	27560.A		SMALL PARTS ROOM	GAUGE,TYP:TRIPLE, COMPRISING:TUBE/ANNULAR/SNORKEL, CABLE HEAD EDMC-R,MFR:SCHLUMBERGER,PN:100675006,MN-NPOG-EL, T-3	142980	MC 782 1 DANTZLER COMPLETION	EA			0		186500	0		
Deepwater Warehouse	Fieldwood	27614.A		CAN RACK FLOOR	MANDREL, SOLID GAUGE, 4.500, 13CR80, 15.50, BTS-6 PIN X PIN, FOR NHQG-ED DUAL GAUGE SCHLUMBERGER, PN: 101284871	142981	MC 782 2 DANTZLER COMPLETION	EA			1		51550	51550		
Deepwater Warehouse	Fieldwood	27615.A		SMALL PARTS ROOM	DUAL GAUGE ASSEMBLY, NPOG-ED,TUB/TUB, CABLE HEAD, EDMCR, SLB QCP SCHLUMBERGER, PN: 100482238	139991	MC 698 1 BIG BEND FEED COMPLT	EA			0		112600	0		
Deepwater Warehouse	Fieldwood	28038.A		PUP JOINT RACK-FLOOR	NIPPLE, LANDING,MFR:HALLIBURTON,PN:101831453,TYP RPT, CONN TYPE YLD BTS-8, BOX X PIN,ID 2.813 IN,OD 3-1/2 IN,MATL GR 13CR110,WT 9.30 lb/ft	139991	MC 698 1 BIG BEND FEED COMPLT	EA			3		3587	10761		
Deepwater Warehouse	Fieldwood	28241.A		PUP JOINT RACK-FLOOR	PUP JOINT, CASING,NOM 52.5-1/2IN,WT:20.00lb/ft,MATL GR:13CR-110,CLASS-MINIMUM YIELD STRENGTH: 11KSI, TOP CONN TYP-SLHT BOX,BOT CONN TYP-SLHT PIN,LG:26,APPLI-SET OF SPACEOUT PUPS,MFR: SUPERIOR ENERGY SERVICES,PN:TB-5 50-20-F-E-02			EA		2		2344.48	4688.96			
Deepwater Warehouse	Fieldwood	28364.A		DWW-YARD C-VAN 429796-0	CENTRALIZER SUB, 13.625, 88.20, Q125, TSH 523, TYPE R3600 BST-33B, (12) BOW SPRINGS W/ 20.125 OVER BOW, BLACKHAWK, PN: 0101468			EA			15		8636.374667	129545.62		
Deepwater Warehouse	Fieldwood	28367.A		DWW-YARD-C-VAN CCU 667229-9	COLLAR, STOP,TYP:LATCH ON,CASNG OD:28IN,SPLC FEAT:515CR,MFR:WEATHERFORD,PN:6020028 / 582373	203389	MC 339 SILVERGATE DRL	EA			4		175	700		
Deepwater Warehouse	Fieldwood	28371.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT,TYP:NON ROTATING,CASNG OD:17-7/8IN,CASNG WT:93.50lb/ft,MATL GR:P110,CONN TYPE:TSH 521,MFR:WEATHERFORD,PN:L47A0SQH521PGA002 / 2052579,MN:L47A			EA		1		17553.52944	17553.52944			
Deepwater Warehouse	Fieldwood	28375.A		DWW-YARD C-VAN HICU-1481372	CENTRALIZER SUB GUIDE SHOE, 11.875, 15.620 OD, 71.80, Q125, TSH 523, WEATHERFORD, MOD 549, PN: 54900LQH523Q12A001 / 2075929			EA		1		6454.486667	6454.486667			
Deepwater Warehouse	Fieldwood	28376.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT,TYP:NON ROTATING,CASNG OD:11-7/8IN,CASNG WT:71.80lb/ft,MATL GR:Q125,CONN TYPE:TSH 523,MFR:WEATHERFORD,PN:L47A0LQH523Q12A001/2052599,MN:L47A			EA		1		14321.54	14321.54			
Deepwater Warehouse	Fieldwood	28378.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT, 9.875, 62.80, Q125, TSH 523, NR (NON-ROTAING), W/DOUBLE LARGE BORE FLOW-ACTIVATED ALUMINIUM FLAPPIRE VALVE, W/AFU TUBE & 3.500 IN BALL, WEATHERFORD, MOD L47A0, PN: L47A0QJH523Q12A002			EA		1		11155.26	11155.26			
Deepwater Warehouse	Fieldwood	28381.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT,CASNG OD:13-5/8IN,CASNG WT:88.20lb/ft,MATL GR:TN125HC,CONN TYPE:TSH 523,MFR: WEATHERFORD			EA		1		12081.36	12081.36			
Deepwater Warehouse	Fieldwood	28481.A		OS-R1-53	CONNECTOR, TEST, DRY MATE, MINIATURE, TRONIC QCP, PN: DHCE-T15-AC-01P-000-00	142980	MC 782 1 DANTZLER COMPLETION	EA			2		4500	9000		
Deepwater Warehouse	Fieldwood	28483.A		DWW-YARD	CONTROL LINE, SINGLE, LINE, 0.375, 0.065 WT, INCOLOY 825, WELDED, TRANSAQUA FILLED, METAL DRUM, NOBLE QCP, SCHLUMBERGER, PN: 301000000000-4_MSC	139991	MC 698 1 BIG BEND FEED COMPLT	EA			0		10.25	0		
Deepwater Warehouse	Fieldwood	28581.A		DWW-YARD C-VAN HICU-1481372	GUIDE SHOE, 7.750, 46.10, Q125, HYDL 523, WEATHERFORD MOD M212R,PN: 1217209	140521	GC 40 1 KATMAI DEEPENING DRL	EA			1		4932	4932		
Deepwater Warehouse	Fieldwood	28582.A		DWW-YARD C-VAN HICU-1481372	COLLAR, FLOAT, 7.750, 46.10, Q125 NR, HYDL 523, 2-4 BPM, WEATHERFORD MOD M47A, PN: 1264171	140521	GC 40 1 KATMAI DEEPENING DRL	EA			1		11395	11395		
Deepwater Warehouse	Fieldwood	28622.A		PUP JOINT RACK-FLOOR	SUB, X-OVER 4.812 IN - 8SA BOX X 4.500 IN, 12.750, BTS-8, PIN, 0.59 FT LG, 9KSI, 13HCR, SUPERIOR ENERGY SERVICES PN: 413.48183C	142981	MC 782 2 DANTZLER COMPLETION	EA			2		1905	3810		
Deepwater Warehouse	Fieldwood	28623.A		PUP JOINT RACK-FLOOR	SUB, DBL PIN W/ 4.500 IN, 12.75, BTS-8 BOX X 5.500 IN, 20, SLHT, PIN X 3.500 IN, 9.3, BTS-8, PIN PKSI 13HCR, SUPERIOR ENERGY SERVICES PN: 413.45551C			EA			2		3097.795	6195.59		
Deepwater Warehouse	Fieldwood	28695.A		MW-AREA 6	ASSEMBLY,TYP:INTERNAL TREE CAP,SPLC FEAT:10M, WITH 4.767 SSR PREP, MEC SEALS, ANDANTI-ROTATION KEY (SPRING ACTUATED), TEMP V, MATERIAL: CLASS EE-NL, CONNECTION TYPE: PLS-3, SIZE: 18-3/4 IN,MFR:CAMERON,PN:2182093-04	APE FW580018	KATMAI/ORLOV/GE NOVE5A	EA			1		0	0		
Deepwater Warehouse	Fieldwood	28695.B		MW-R15-FL	ASSEMBLY,TYP:INTERNAL TREE CAP,SPLC FEAT:10M, WITH 4.767 SSR PREP, MEC SEALS, ANDANTI-ROTATION KEY (SPRING ACTUATED), TEMP V, MATERIAL: CLASS EE-NL, CONNECTION TYPE: PLS-3, SIZE: 18-3/4 IN,MFR:CAMERON,PN:2182093-04			EA			0		49420	0		
Deepwater Warehouse	Fieldwood	28696.A		MR-GENERAL	TUBING HANGER, LOWER PLUG, 4.375 IN, HH, INCONEL 718, INCONEL 925 EXPANDER MANDREL, TITANIUM METAL SEAL, CAMERON, PN: 2731385-01	142981	MC 782 2 DANTZLER COMPLETION	EA			0		40530	0		
Deepwater Warehouse	Fieldwood	28696.B		DWW-YARD-C-VAN TTN0977610145G1 (CLIMATE CONTROLLED)	TUBING HANGER, LOWER PLUG, 4.375 IN, HH, INCONEL 718, INCONEL 925 EXPANDER MANDREL, TITANIUM METAL SEAL, CAMERON, PN: 2731385-01	APE FW580018	KATMAI/ORLOV/GE NOVE5A	EA			1		55988.59	55988.59		
Deepwater Warehouse	Fieldwood	28697.A		MR-GENERAL	TREE CAP PLUG, INTERNAL, 4.767 IN, HH, INCONEL 718, INCONEL 925 EXPANDER MANDREL, TITANIUM METAL SEAL, CAMERON, PN: 2731384-01	142981	MC 782 2 DANTZLER COMPLETION	EA			0		20000	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	28734.A		MW-R14-3	PROTECTOR,TUBING,CLAMP,VIT TYPE,DUAL CHANNEL,LT CHANNEL(LEFT TO RT)(1)10.433 IN X 0.433 IN,(1) 0.433 IN X 0.990 IN,RT CHANNEL(LEFT TO RT)(1)10.410 IN X 0.790 IN,(2)0.660 IN,(ASTM-A-1011) PROTECTOR 47.2 IN,CANNON,PN: 6000-47-81/67 RPDCSVIT	142980	MC 782 1 DANTZLER COMPLETION	EA			13		520.97	6772.61		
Deepwater Warehouse	Fieldwood	28735.A		MW-R14-3	SLEEVE, INSULATOR, POLYURETHANE TYPE FOR 6000-47-81/67 RPDCSVIT PROTECTOR, CANNON, PN: 72036	142980	MC 782 1 DANTZLER COMPLETION	EA			12		642.2	7706.4		
Deepwater Warehouse	Fieldwood	29149.A		MR-1-C	TUBE, 9/16 IN MTM X 0.250 W/ FLUSH FITTING, PETRO TECHNOLOGIES, PN: 120M421 REV R	139991	MC 698 1 BIG BEND FEED COMPLT	EA			0		2313.63	0		
Deepwater Warehouse	Fieldwood	29149.A		MR-1-C	TUBE, 9/16 IN MTM X 0.250 W/ FLUSH FITTING, PETRO TECHNOLOGIES, PN: 120M421 REV R	142980	MC 782 1 DANTZLER COMPLETION	EA			0		2313.63	0		
Deepwater Warehouse	Fieldwood	29150.A		MR-1-C	TUBE, 9/16 IN MTM X 0.500 W/ FLUSH FITTING, PETRO TECHNOLOGIES, PN: 130M091 REV M	142980	MC 782 1 DANTZLER COMPLETION	EA			0		2741.724082	0		
Deepwater Warehouse	Fieldwood	29251.A		MW-R14-3	CLAMP PROTECTOR, TUBING, OVER COUPLING, ABOVE SAFETY VALVE, W/DUAL CHAN,(L TO R) (L) 0.433 X 0.433 ENCAP,TEC,0.433 X 0.990 ENCAP,BUNDLE, (R) 0.410 X 0.790,0.660 ENCAP LINE,25.2 LENGTH,LCS,CANNON SERVICES, PN: 4500-A-81/67RPDC, DRW: 498, 499	142980	MC 782 1 DANTZLER COMPLETION	EA		6		122.0020766	732.0124594			
Deepwater Warehouse	Fieldwood	29253.A		BW-R5-3	CLAMP PROTECTOR, TUBING, OVER COUPLING, ABOVE SAFETY VALVE, W/DUAL CHAN, (L TO R) (L) 0.433 X 0.433 ENCAP,TEC,0.433 X 0.990 ENCAP,BUNDLE, (R) 0.410 X 0.790,0.660 ENCAP LINE,25.2 LENGTH,LCS,CANNON SERVICES, PN: 6000-A-81/67RPDC DRW:NOB-503,504	142980	MC 782 1 DANTZLER COMPLETION	EA		5		134.1	670.5			
Deepwater Warehouse	Fieldwood	29254.A		BW-R5-3	CLAMP, TUBING, MID JOINT, ABOVE SAFETY VALVE, W/DUAL CHAN, (L TO R) (L) 0.433 X 0.433 ENCAP,TEC,0.433 X 0.990 ENCAP,BUNDLE, (R) 0.410 X 0.790,0.660 ENCAP LINE,25.2 LENGTH,LCS,CANNON SERVICES, PN: 5500-A-81/67RPDC, DRW: NOB-505, 506	142980	MC 782 1 DANTZLER COMPLETION	EA		2		67.15	134.3			
Deepwater Warehouse	Fieldwood	30007.A		OS-R1-S3	CONNECTOR, TEST, DRY MATE, MINIATURE, TRONIC QCP, PN: DHCE-T16-AC-015-000-00	142980	MC 782 1 DANTZLER COMPLETION	EA			1		6250	6250		
Deepwater Warehouse	Fieldwood	30008.A		OS-R1-S3	CONNECTOR, TEST, TRONIC QCP, PN: DHCE-T23-AA-015-000-00	142980	MC 782 1 DANTZLER COMPLETION	EA			1		8250	8250		
Deepwater Warehouse	Fieldwood	31062.A		CAN RACK FLOOR	MANDREL, SOLID GAUGE, 4.500, 13CR, 15.5 PPF, 95 KSI, BTS-6 PIN X PIN, FOR NHQG-ED, DUAL GAUGE, SCHLUMBERGER, PN: 101284871	142981	MC 782 2 DANTZLER COMPLETION	EA			1		51550	51550		
Deepwater Warehouse	Fieldwood	31225.A		DWW-YARD	VALVE;TYP:FORMATION ISOLATION,CONN 1 SZ:7.813IN,CONN 2 SZ:3.7IN,OD:9-5/8IN,MATL GR:13CR,MFR:SCHLUMBERGER,PN:100535565,MN-FV-II-9X	139991	MC 698 1 BIG BEND FEED COMPT	EA			1		365000	365000		
Deepwater Warehouse	Fieldwood	32774.A		BW-AREA 3	CROSSOVER, CASING;TOP CONN SZ:10-3/4IN,TOP CONN WT:73.20lb/ft,TOP CONN TYP:HC, MAC II, BOX,BOT CONN SZ:10-1/8IN,BOT CONN WT:79.22lb/ft,BOT CONN TYP:SLSF, PIN,MATL GR:TN-125/HQC-125,LG-5ft	138970	MC 782 1 DANTZLER D&E	EA			1		15837	15837		
Deepwater Warehouse	Fieldwood	32818.A		CR TIER 1	BLAST JOINT, S/C, 3.500 IN, 9.30, 3.859 OD, 13CR110, BTS-8, (20 FT.)	142981	MC 782 2 DANTZLER COMPLETION	EA			2		8149	16298		
Deepwater Warehouse	Fieldwood	32821.A		DWW-YARD	JOINT;SPCL FEAT-SIZE: 3-1/2 IN, WEIGHT: 9.20 LB, MATERIAL GRADE: 13CR110, CONNECTION TYPE: VAM FIL	142981	MC 782 2 DANTZLER COMPLETION	EA			1		3835	3835		
Deepwater Warehouse	Fieldwood	32822.A		PUP JOINT RACK-FLOOR	CASING X-OVER, SUB, 4.500 IN, 15.50, 13CR95, BTS-6 BOX X 3.500 IN, 9.30, BTS-8 PIN X 14.000 IN	142981	MC 782 2 DANTZLER COMPLETION	EA			1		1320	1320		
Deepwater Warehouse	Fieldwood	32822.A		PUP JOINT RACK-FLOOR	CASING X-OVER, SUB, 4.500 IN, 15.50, 13CR95, BTS-6 BOX X 3.500 IN, 9.30, BTS-8 PIN X 14.000 IN			EA			1		859.65	859.65		
Deepwater Warehouse	Fieldwood	33269.A		PUP JOINT RACK- TIER 1	CROSSOVER, CASING;TYP:SUB,TOP CONN SZ:5-1/2IN,TOP CONN WT:29.70lb/ft,TOP CONN TYP:VAM ACE PIN,BOT CONN SZ:5-1/2IN,BOT CONN WT:23.00lb/ft,BOT CONN TYP:BTS-6 PIN,MATL GR:13CR110,LG-4ft	139991	MC 698 1 BIG BEND FEED COMPT	EA			1		7015	7015		
Deepwater Warehouse	Fieldwood	33270.A		PUP JOINT RACK-TIER 4	JOINT;TYP-COMBO, UPPER,SPCL FEAT-SIZE: 5-1/2 IN, WEIGHT: 23 LB, MATERIAL GRADE: 13CR95, CONNECTION: BTS-6, LENGTH: 12 FT (6 FT PROFILED BOX)			EA			1		8197.87	8197.87		
Deepwater Warehouse	Fieldwood	33270.A		PUP JOINT RACK-TIER 5	JOINT;TYP-COMBO, UPPER,SPCL FEAT-SIZE: 5-1/2 IN, WEIGHT: 23 LB, MATERIAL GRADE: 13CR95, CONNECTION: BTS-6, LENGTH: 12 FT (6 FT PROFILED BOX)	139991	MC 698 1 BIG BEND FEED COMPT	EA			1		12588	12588		
Deepwater Warehouse	Fieldwood	33271.A		PUP JOINT RACK-TIER 4	JOINT;TYP-COMBO, LOWER,SPCL FEAT-SIZE: 5-1/2 IN, WEIGHT: 23 LB/FT, MATERIAL GRADE: 13CR95, CONNECTION: BTS-6, LENGTH: 12 FT (6 FT PROFILED PIN)			EA			1		8197.87	8197.87		
Deepwater Warehouse	Fieldwood	33282.A		BW-R5-3	SLEEVE, INSULATOR, POLYURETHANE TYPE, 20 LBS, CANNON SERVICES, PN: 72051, DRW: NOB-476, FOR 7.000 IN X 5.50 IN VIT	139991	MC 698 1 BIG BEND FEED COMPT	EA			12		592.15	7105.8		
Deepwater Warehouse	Fieldwood	33294.A		DWW YARD C-VAN 433422-0	CENRALIZER SUB, 9.875 IN, 62.80 PPF, Q125 HC, TSH 523, BST-25, MODEL: R3600, BLACKHAWK, PN: 0101504-A			EA			0		7120.2708	0		
Deepwater Warehouse	Fieldwood	33294.A		DWW-YARD C-VAN 4661048-400T- This C-Van Scrapped and sold to Louisiana Scrap 03/19/19	CENRALIZER SUB, 9.875 IN, 62.80 PPF, Q125 HC, TSH 523, BST-25, MODEL: R3600, BLACKHAWK, PN: 0101504-A			EA			0		7120.2708	0		
Deepwater Warehouse	Fieldwood	33413.A		DWW-YARD	JOINT;TYP:PRODUCTION TUBING,SPCL FEAT-SIZE: 3-1/2 IN, WEIGHT: 9.2 LB/FT, HYPER, MATERIAL GRADE: 13CR110, CONNECTION TYPE: VAM FIL, TUNGSTEN CARBIDE COATED	142981	MC 782 2 DANTZLER COMPLETION	EA			3		7633.333333	22900		
Deepwater Warehouse	Fieldwood	33926.A		DWW-YARD C-VAN HJCU-1481372	GUIDE SHOE, CENTRALIZER, 9.875 IN, 62.80#, HCQ-125, 549R HYD 523, 365 (0.171) BOWS, 13.500 IN OD, CONCENTRIC CEMENT NOSE W/6.03 IN ID AND 0.375 IN ALUM BAR, DRIFT 8.500/OD 10.625, WEATHERFORD, PN: 549RQJHS23Q12A001			EA			1		7450.466667	7450.466667		
Deepwater Warehouse	Fieldwood	34130.A		PR-R1-2	CONNECTOR, PLUG, DRY MATE, (TEC TO HANGER), TRONIC QCP, PN: DHCE-A51-BQ-015-ALL-HN	142980	MC 782 1 DANTZLER COMPLETION	EA			0		12550	0		
Deepwater Warehouse	Fieldwood	34130.A		PR-R1-2	CONNECTOR, PLUG, DRY MATE, (TEC TO HANGER), TRONIC QCP, PN: DHCE-A51-BQ-015-ALL-HN	142981	MC 782 2 DANTZLER COMPLETION	EA			0		18610	0		
Deepwater Warehouse	Fieldwood	34449.A		BW-AREA 2	CLAMP, TUBING,MID JOINT,W/STANDOFF (LEFT TO RIGHT)11MMX11MM ENCAP TEC,0.660IN OD ENCAP CI LINE(LOWER),0.535 IN OD ENCAP CI LINE(UPPER),25.2IN LENGTH,LOW CARBON STEEL,CANNON SERVICES,PN:6090-B-68PG1.53XT,DRAW NOB5358,5368	139991	MC 698 1 BIG BEND FEED COMPT	EA			2		1005.25	2010.5		
Deepwater Warehouse	Fieldwood	34553.A		BW-AREA 3	SUB, RUPTURE DISC, 16.000 IN, 97.00, Q-125, HYDRIL 511, PIN X BOX X 4 FT W/ 2 PORTS 180 DEGREES APART AND EPRI DISKS INSERTED, RATED AT 1600 PSIG AT 150 DEGREES FARENHEIT W/ 7000 PSIG BACK PRESSURE	201560	GC 40 02 Katmai 2	EA			1		33978.07	33978.07		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	35044.A		MR-1-A	DISK, TYPE: RUPTURE, EXTERNAL, MFG: FISK, PN: A9034-7, 1600 PSIG AT 150 DEG F W/7000 PSID MINIMUM BACK PRESSURE, APPL: FOR HUNTING EQUIPMENT			EA			2		5268.85	10537.7		
Deepwater Warehouse	Fieldwood	35048.A		DWW-YARD	JOINT;SPCL FEAT-NOMINAL SIZE: 5-1/2 IN, WEIGHT: 23 LB, MATERIAL GRADE: 13CR95, CONNECTION TYPE: VAM, FAL WITH PRODUCTION TUBING (LG: 30 FT) ASSEMBLY, CENTRALIZER, SUB, 13.625 IN, R3600, BST-25, (14) BOW SPRING, 18.625 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 88.20 PPF, API Q125, BLACKHAWK, PN: 0101468	139991	MC 698 1 BIG BEND FEED COMPLT	EA			4		4396.5	17586		
Deepwater Warehouse	Fieldwood	35536.A		DWW YARD C-VAN 402796-0	ASSEMBLY, CENTRALIZER, SUB, 13.625 IN, R3600, BST-25, (14) BOW SPRING, 18.625 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 88.20 PPF, API Q125, BLACKHAWK, PN: 0101468			EA			8		8889.644444	71117.15556		
Deepwater Warehouse	Fieldwood	35536.A		DWW YARD C-VAN 433422-0	CENTRALIZER, SUB, 11.875 IN, R3600, BST-25B, (12) BOW SPRING, 16.750 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 71.80 PPF, API Q125, BLACKHAWK, PN: 0101781			EA			1		8889.644444	8889.644444		
Deepwater Warehouse	Fieldwood	35537.A		BW-AREA 3	CENTRALIZER, SUB, 11.875 IN, R3600, BST-25B, (12) BOW SPRING, 16.750 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 71.80 PPF, API Q125, BLACKHAWK, PN: 0101781	144040	MC 948 4 GUNFLINT D&E	EA			2		12624.78494	25249.56988		
Deepwater Warehouse	Fieldwood	35537.A		BW-AREA 3	CENTRALIZER, SUB, 11.875 IN, R3600, BST-25B, (12) BOW SPRING, 16.750 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 71.80 PPF, API Q125, BLACKHAWK, PN: 0101781			EA			5		7948.575556	39742.87778		
Deepwater Warehouse	Fieldwood	35537.A		BW-AREA 3	CENTRALIZER, SUB, 11.875 IN, R3600, BST-25B, (12) BOW SPRING, 16.750 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 71.80 PPF, API Q125, BLACKHAWK, PN: 0101781	203389	MC 339 SILVERGATE DRL	EA			2		12205.20556	24410.41111		
Deepwater Warehouse	Fieldwood	35538.A		DWW YARD C-VAN 402189-0	CENTRALIZER, SUB, 9.875 IN, R3600, BST-25, (8) BOW SPRING, 14.875 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 62.80 PPF, API Q125, BLACKHAWK, PN: 0101780			EA			7		5767.368571	40371.58		
Deepwater Warehouse	Fieldwood	35538.A		DWW YARD C-VAN 402189-0	CENTRALIZER, SUB, 9.875 IN, R3600, BST-25, (8) BOW SPRING, 14.875 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 62.80 PPF, API Q125, BLACKHAWK, PN: 0101780	203389	MC 339 SILVERGATE DRL	EA			4		8855.92	35423.68		
Deepwater Warehouse	Fieldwood	35538.A		DWW YARD C-VAN 402189-0	CENTRALIZER, SUB, 9.875 IN, R3600, BST-25, (8) BOW SPRING, 14.875 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 62.80 PPF, API Q125, BLACKHAWK, PN: 0101780	142843	MC 782 2 DANTZLER	EA			2		8855.92	17711.84		
Deepwater Warehouse	Fieldwood	35538.A		DWW-YARD-C-VAN 045005	CENTRALIZER, SUB, 9.875 IN, R3600, BST-25, (8) BOW SPRING, 14.875 IN OVER BOW, TEANRISHYDRIL WEDGE 523, DOPELESS, 62.80 PPF, API Q125, BLACKHAWK, PN: 0101780	201560	GC 40 02 Katmal 2	EA			2		8855.92	17711.84		
Deepwater Warehouse	Fieldwood	35650.A		MR-5-D	RING, TYPE: EXPANDING NO-GO, ID: 5-1/4 IN, APPLN: SSR WIRELINE ISOLATION SLEEVE, MFR: CAMERON, PN: 2748112-01			EA			1		1782.95	1782.95		
Deepwater Warehouse	Fieldwood	36234.A		PUP JOINT RACK-FLOOR	PLUG, BULL,NOM 52-3-1/2IN,CONN TYPE:VAM FUL BOX,WT:9.20lb/ft,MATL GR:13HCR,SPCL FEAT-OD: 3-1/2 IN, MINIMUM YIELD STRENGTH: 15 KSI,MFR:SUPERIOR ENERGY SERVICES,PN:413.55349C	139991	MC 698 1 BIG BEND FEED COMPLT	EA			2		1242.5	2485		
Deepwater Warehouse	Fieldwood	36235.A		PUP JOINT RACK-FLOOR	PLUG, BULL,NOM 52-5-1/2IN,CONN TYPE:SLHT BOX,WT:20.00lb/ft,MATL GR:13HCR,SPCL FEAT-OD: 6.062 IN, MINIMUM YIELD STRENGTH: 15 KSI,MFR:SUPERIOR ENERGY SERVICES,PN:413.55019C	139991	MC 698 1 BIG BEND FEED COMPLT	EA			2		1670	3340		
Deepwater Warehouse	Fieldwood	38048.A		DWW-YARD	PUP JOINT, 10.125 IN, 79.22#, HCQ-125, HUNTING, SLF, PIN X BOX, (18 FT)			EA			1		3930.47	3930.47		
Deepwater Warehouse	Fieldwood	38624.A		DWW-YARD C-VAN HCU-1339199	EYE, LIFTING, 50 TON, STANDARD DUTY, FOR 17 TON SHACKLE, DRIL-QUIP, PN: 2-304782-02			EA			0		421.4841667	0		
Deepwater Warehouse	Fieldwood	38698.A		DWW-YARD C-VAN HCU-1481372	CENTRALIZER, SUB, 14.000 IN, GS, 549, Q125, HYDRIL 523, 113.0, 19.50 OD, WEATHERFORD, PN: 2245955			EA			1		7199.51	7199.51		
Deepwater Warehouse	Fieldwood	40232.A		PR-R1-2	KIT, RE-DRESS, FOR TRONIC DRY-MATE PLUG CONNECTOR, TEC TO HANGER, TRONIC QCP, SCHLUMBERGER, PN: BNK-TC6A-555	142980	MC 782 1 DANTZLER COMPLETION	EA			0		11892	0		
Deepwater Warehouse	Fieldwood	40269.A		MR-1-C	CROSSOVER, FITTING, 0.375 IN PTI MALE X 0.500 IN PTI FEMALE, (2) VITON O-RINGS, 0.500 IN VITON PLUS ASSY, 0.500 IN FRONT/REAR FERRULE, 0.500 IN PTCM NIPPLE,PETRO TECHNOLOGIES, PN: 170M371	142981	MC 782 2 DANTZLER COMPLETION	EA			0		2748.04	0		
Deepwater Warehouse	Fieldwood	40555.A		MR-5-F	WHIP, TEST, ELECTRICAL, 7-WAY FLYING RECEPTACLE, SOCKETS, PINS, W/ PIGTAILS, MFR: TELEDYNE, PN:1110542, SUP:AKER, MN: 10121123						4		3526	14104		
Deepwater Warehouse	Fieldwood	40565.A		MR-2-C	CAP, PROTECTION, UNIVERSAL, W/ HANDLE, ROV FLYING, MFR: TELEDYNE, PN: 1110544, SUP: AKER, MN: 10055384	AFE FW193007	TROIKA				0		1626	0		
Deepwater Warehouse	Fieldwood	40572.A		MW-R14-1	PLATE, TESTING/FLUSHING REMOVABLE, 12-WAY FOR OUTBOARD MULTI-QUICK CONNECTION P/N 10111225	AFE FW193004	TROIKA				1		31828	31828		
Deepwater Warehouse	Fieldwood	40692.A		VERTICAL RACK	VALVE, SAFETY, SUBSURFACE, 5,500 IN, 26.0#, 3.562 RPT, VAM TOP HC PIN X PIN, API 14A/ISO 10432 CLASS 2, 15000 PSI, VITON ORINGS, MF TEFLON SEAT, MP35N SPRING, 300 DEG F MAX WORKING TEMP, SCHLUMBERGER	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			0		743000	0		
Deepwater Warehouse	Fieldwood	40906.A		BW-AREA 3	PUP JOINT, CASING,NOM 52-3-3/8IN,WT:39.00lb/ft,MATL GR:HCQ-125, TOP CONN TYP:HYDRIL 513 PIN,BOT CONN TYP:HYDRIL 513 BOX,LG:5ft	140829	GC 40 1 KATMAL D&E	EA			1		3316.55	3316.55		
Deepwater Warehouse	Fieldwood	41084.A		BW-R5-3	CLAMP,TUBING,MID JOINT,W/STANDOFF,BLOW THE SCSSV W/DUAL CHAN,(L TO R)0.433X0.433 ENCAP TEC,0.433X0.990 ENCAP BUNDLE,(R)0.660 ENCAP LINE,25.2 IN GUARD LENGTH,LCS,8.79IN CALC COMB RUN OD,CANNON,PN: 5125-A-81/67RP DCG2.17XT	142980	MC 782 1 DANTZLER COMPLETION	EA			2		1675	3350		
Deepwater Warehouse	Fieldwood	41085.A		BW-R5-3	CLAMP, PROTECTOR, SPLICE, TUBING,0.433X0.433 ENCAP TEC,0.433X0.990ENCAP BUNDLE,ASTM-1-1011,40.2IN CLAMP LENGTH,CANNON, PN: 4500-40-81/12/81	142980	MC 782 1 DANTZLER COMPLETION	EA			5		1005.25	5026.25		
Deepwater Warehouse	Fieldwood	41086.A		BW-R5-3	CLAMP,PROTECTOR,SPLICE,TUBING, 0.433X0.433 ENCAP TEC,0.433X0.990 ENCAP BUNDLE,ASTM-A-1011,40.2IN CLAMP LENGTH,CANNON, PN: 6000-40/C-81-12-81/67RPDC	142980	MC 782 1 DANTZLER COMPLETION	EA			3		1115.3	3345.9		
Deepwater Warehouse	Fieldwood	41391.A		MR-1-A	SEAL, METAL, MSBMS-II-UD BODY, F/5-15K HANGER, INCONEL 625, SILVER PLATED, 4.686 OD X 3.913 ID, 0.450 LG, F/HALLIBURTON CROWN PLUG, PN: P1000011680	140528	MC 948 GUNFLINT LONG LEAD	EA			1		2364	2364		
Deepwater Warehouse	Fieldwood	41393.A		MR-2-E	SEAL, METAL, SBMS-II BODY, F/18.0750-15K HANGER, INCONEL 718, SILVER PLATED, 16.734/16.739 OD X 15.701/15.706 ID, UPPER GALLEY SEAL F/EXHT TUBING HANGER, FMC, PN: P207484	140528	MC 948 GUNFLINT LONG LEAD	EA			3		14836	44508		
Deepwater Warehouse	Fieldwood	42096.B		MW-AREA 1	ASSEMBLY, JUNCTION PLATE, IWOCs, 12-WAY REMS/12L, UO, AKER, PN: BB11-000728-15	142981	MC 782 2 DANTZLER COMPLETION	EA			1		62637	62637		
Deepwater Warehouse	Fieldwood	42096.C		MW-AREA 1	ASSEMBLY, JUNCTION PLATE, IWOCs, 12-WAY REMS/12L, UO, AKER, PN: BB11-000728-15	142981	MC 782 2 DANTZLER COMPLETION	EA			1		62637	62637		
Deepwater Warehouse	Fieldwood	42097.A		MW-R17-3	ASSEMBLY, JUNCTION PLATE, FIXED, 12-WAY, FLUSHING, UO, AKER, PN: BB11-000728-03	142981	MC 782 2 DANTZLER COMPLETION	EA			1		52032	52032		
Deepwater Warehouse	Fieldwood	43377.A		DWW YARD C-VAN HCU 616220-6	ASSEMBLY, PROD. TUBING HANGER, 4.000 IN - 10M, W/ 5.000 IN SIDE OUTLET, IN,SSR WIRELINE, PLS-3, 5-500 X 26.000 VAM TOPBOX CONNECTION, (7) CONTROL LINES, SINGLE PIN ELEC, CAMERON	142981	MC 782 2 DANTZLER COMPLETION	EA			0		696270.8	0		
Deepwater Warehouse	Fieldwood	43387.A		DWW-YARD	ELECTRIC CONTROL LINE, GAUGE TEC, 0.049 WT, INC 825, ENCAPSULATED, SLB QCP, SCHLUMBERGER, PN: P486119	142980	MC 782 1 DANTZLER COMPLETION	FT			12500		7.95	99375		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	43663.A		MW-AREA 3	HANGER, LINER, EXPANDABLE, VERSAFLEX, QUICK-LOCK, 11.875 IN, 71.8#, HCQ-125, HYD 523 X 14.000 IN, 113#, HCQ-125, HYD 523, HALLIBURTON, PN: 101918791	201560	GC 40 02 Katmai 2	EA			1		133000	133000		
Deepwater Warehouse	Fieldwood	43882.A		PUP JOINT RACK-TIER 1	SUB, CROSSOVER, 5.500 IN, 26#, HYPER 13CR110, VAM TOP PIN X 6.000 IN, 30.90#, VAM TOP, KP PIN X 4 FT	142980	MC 782 1 DANTZLER COMPLETION	EA			1		5526	5526		
Deepwater Warehouse	Fieldwood	43920.A		PUP JOINT RACK-TIER 1	PUP JOINT, CROSSOVER, 5.500 IN, 23#, HYPER 13CR110, BTS-6, BOX X 6.000 IN, 30.90#, VAM TOP, KP, PIN X 4 FT	142980	MC 782 1 DANTZLER COMPLETION	EA			1		5021	5021		
Deepwater Warehouse	Fieldwood	43929.A		PUP JOINT RACK-TIER 5	COUPLING, FLOW, 4.500 IN, 13.50#, HYPER 13CR110, BTS-8, BOX X 4.500 IN, 15.50#, BTS-6, PIN, CROSSOVER X 8 FT	142980	MC 782 1 DANTZLER COMPLETION	EA			1		6680	6680		
Deepwater Warehouse	Fieldwood	44154.A		DWW-YARD C-VAN HCU 1481372	CENTRALIZER SUB, ROT, 7.750 IN, 541#, Q125HYDRIL 523, 46.10, 11.25 OD, WEATHERFORD, PN: 1217216	140521	GC 40 1 KATMAI DEEPENING DRL	EA			2		7232	14464		
Deepwater Warehouse	Fieldwood	44727.B		DWW-YARD	REEL, FLYING LEAD, HYDRAULIC, DEPLOYMENT AND INSTALLATION, CARBON STEEL, COATED, W/ 4 WAY LIFTING SLING, STACKABLE, OCEANEERING, PN: 119075-034951 REV AB	139351	MC 698 BIG BEND EXECUTE AFE	EA			3		36607.5	109822.5		
Deepwater Warehouse	Fieldwood	44727.B		DWW-YARD	REEL, FLYING LEAD, HYDRAULIC, DEPLOYMENT AND INSTALLATION, CARBON STEEL, COATED, W/ 4 WAY LIFTING SLING, STACKABLE, OCEANEERING, PN: 119075-034951 REV AB	128021	MC 519 DESIGN	EA			0		36607.5	0		
Deepwater Warehouse	Fieldwood	44734.B		DWW-YARD	FLYING LEAD, HYDRAULIC, M1 REMOVABLE PLATE, EACH END W/ 13 EA: 0.500 IN RS FEMALE COUPLERS, 0.500 IN SUPER DUPLEX TUBE STUBS, 15K PSLCS COATED TERMINATION ASSY 9 SEGMENT VERTEBRATE BEND RESTRICTOR, TUBE SECURING ARMOR POT, 200 FT, OCEANEERING	128021	MC 519 DESIGN	EA			1		124653.75	124653.75		
Deepwater Warehouse	Fieldwood	44737.A		MW-R3-1	FLYING LEAD, ELECTRICAL, ROV, 200 FT, INCLUDES: 7-WAY CABLE END PLUG(PINS) W/45 DEG INTEGRAL TERMINATION TITANIUM CP PN:1025114, 200 FT 4-WAY FLUID FILLED HOSE ASSY 14 AWG, 7-WAY RECEPTACLE(SOCKETS) PN:1025089, ODI, PN:1050822	128021	MC 519 DESIGN	EA			1		13746	13746		
Deepwater Warehouse	Fieldwood	44749.B		DWW-YARD C-VAN HLXU 616220-6	REEL, FLYING LEAD, HYDRAULIC, DEPLOYMENT AND INSTALLATION, CARBON STEEL, COATED, W/ 4 WAY LIFTING SLING, STACKABLE, OCEANEERING, PN: 119075-034951 REV AB	128021	MC 519 DESIGN	EA			1		67041	67041		
Deepwater Warehouse	Fieldwood	45223.E		DWW-YARD	ASSEMBLY, PRESSURE CAP, 8.000 IN, 15000 PSI, FLOWLINE HUB, 6.392 IN SEAL BORE, W/ 9/16 IN AUTOCLAVE PORT, PMT W/ 6 ANODES, (PLUG W/ 2 O-RINGS), CAMERON, PN: 2181509-06	128021	MC 519 DESIGN	EA			1		0	0		
Deepwater Warehouse	Fieldwood	45240.A		DWW-YARD C-VAN CPU 030112-0	SUPERIOR ENGINE, 1,600 HP, F/COMPRESSOR, MN: 2408G, SN: 33268	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		127425	127425		
Deepwater Warehouse	Fieldwood	45241.A		DWW-YARD C-VAN HLXU 616220-6	ASSY, FLOODING CAP, 8.000 IN, 10K, CVC HUB, PN: 2165232-05	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			3		9756	29268		
Deepwater Warehouse	Fieldwood	45250.A		MW-R17-FL	ASSY, DEBRIS CAP, 6 IN, W/ PMT INTERFACE, PN: 2236048-04	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		9664	0		
Deepwater Warehouse	Fieldwood	45252.A		BW-R3-2	FUNNEL, MFG: CLAMPON, PN: 924-16822-002, TYPE: DEEPWATER FUNNEL & CLAMP, APPLI: FOR ACCOUSTIC SAND, SPEC: AKS PN: BB15-000450-46 REV 1	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		90485	90485		
Deepwater Warehouse	Fieldwood	45253.A		MR-GENERAL	SET, SCM TEST, 9600 BAUD, W/SOFTWARE, PN: 6000000649	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		112934.32	0		
Deepwater Warehouse	Fieldwood	45254.A		MW-R3-3	EFL, 4-WAY, EDU-TREE, 600 FT, PN: 6000000659	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		50934	50934		
Deepwater Warehouse	Fieldwood	45255.A		MW-R17-1	PLATE, MQC, OB, MARINE GROWTH COVER, 12-W, PN: 6000001101	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		110390.3	220780.6		
Deepwater Warehouse	Fieldwood	45259.A		MR-3-0	COVER, ODI ELECTRICAL, DUMMY POD, PN: 6000001111	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		151110	302220		
Deepwater Warehouse	Fieldwood	45265.C		MW-R16-1	ASSY, MQC PLATE, IWOCES, REM, 12-WAY/LINE F/ ST-12, AKER, PN: 10058761	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		25272.5	0		
Deepwater Warehouse	Fieldwood	45276.A		MW-AREA 5	ASSY, PRE-FAT PRODUCTIONS, G2 TUBING HANGER, F/ ST-13	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		5466.49	0		
Deepwater Warehouse	Fieldwood	45311.B		DWW-YARD	FLYING LEAD, THERMO-PLASTIC HYDRAULIC (TPHFL), HDU, 8-WAY, W/ADDED FLOATATION MODULE, 275 FT	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		186608.96	186608.96		
Deepwater Warehouse	Fieldwood	45500.A		DWW-YARD	TUBING, PRODUCTION, 3.500 IN, 9.3#, 13CR95, BTS-8	139991	MC 698 1 BIG BEND FEED COMPLY	FT			126		36.5	4599		
Deepwater Warehouse	Fieldwood	45502.A		BW-R6-FL	SLEEVE, LOCK DOWN, (LOS), CONFIRMATION TOOL, 27.000 IN DIA, ANODIZED ALUMINUM TOP PLATE, PLATE BOLTED TO DELRIN LEGS CONNECTED TO A DELRIN BOTTOM PLATE, FITS WELLHEAD AT 8.77IN, W/PELICAN SHIPPING BOX, FUGRO	142981	MC 782 2 DANTZLER COMPLETION	EA			2		10400	20800		
Deepwater Warehouse	Fieldwood	45586.B		MR-GENERAL	KIT, VALVE, 3-WAY, INCLUDES SPEC SHEET, OMM AND MOB DOC, OCEANEERING	142981	MC 782 2 DANTZLER COMPLETION	EA			2		5887.5	11775		
Deepwater Warehouse	Fieldwood	45667.A		DWW-YARD	FORGING, STRESS JOINT, RTI ENERGY SYSTEMS, DOCUMENT NUMBER: GUN-SS-SSF-RIS-SOW-0001	140528	MC 948 GUNFLINT LONG LEAD	EA			1		431151	431151		
Deepwater Warehouse	Fieldwood	45989.A		DWW-YARD	PUP JT, 7.750 IN, 46.10#, HCQ125, TSH, 523 BXP @ 23 (25 FT)	140521	GC 40 1 KATMAI DEEPENING DRL	EA			1		6220	6220		
Deepwater Warehouse	Fieldwood	46449.A		DWW-YARD C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MODULE, SUBSEA CONTROL, FOR GALAPAGOS, CAMERON, PN: 223053-61	131068	MC 519 FABRICATION	EA			0		928557	0		
Deepwater Warehouse	Fieldwood	46461.A		DWW-YARD C-VAN 429796	CAP, PRESSURE, FEMALE, FITTED W/A 2-WAY 0.500IN BALL VALVE AND 0.500 FT HOT STAB, API 17D, TYPE A, MODEL: UH-575-550, UNITECH, PN: 31915	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		102794.75	102794.75		
Deepwater Warehouse	Fieldwood	46464.A		MR-5-C	KIT, SEAL, MODEL: UH-575/550, UNITECH, PN: 25491	139057	MC 948 GUNFLINT DEVELOPMENT	EA			6		7382.5	44175		
Deepwater Warehouse	Fieldwood	46465.A		DWW-YARD C-VAN DNVU-2051995	KIT, TOOL, MODEL: UH-575/550, UNITECH, PN: 25492	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		9500	9500		
Deepwater Warehouse	Fieldwood	46465.A		MR-5-C	KIT, TOOL, MODEL: UH-575/550, UNITECH, PN: 25492	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		12112.5	24225		
Deepwater Warehouse	Fieldwood	46465.A		MR-5-C	KIT, TOOL, MODEL: UH-575/550, UNITECH, PN: 25492	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		12112.5	12112.5		
Deepwater Warehouse	Fieldwood	46466.A		MR-1-F	CAP, PROTECTION, FOR FEMALE CONNECTOR UH-575/550, UNITECH, PN: 27387	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		8692.5	17385		
Deepwater Warehouse	Fieldwood	46467.A		MR-1-F	PLUG, PROTECTION, FOR MALE CONNECTOR UH-575/550, UNITECH, PN: 27388	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		8312.5	16625		
Deepwater Warehouse	Fieldwood	46468.A		DWW-YARD C-VAN DNVU-2051995	CASE, PELICAN, FOR STORAGE OF FEMALE CONNECTOR 32392, UNITECH, PN: 32060	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		2500	5000		
Deepwater Warehouse	Fieldwood	46586.A		DWW-YARD C-VAN CCUL 667229-9	INSER, CHOKE, RETRIEVABLE, ADJUSTABLE, HRV P35-15K, GALAPAGOS SPARE, CV 94 FLOW TRIM SCB TUNGSTEN CARBID, W/STAINLESS CARRIERS, VERTICAL CLAMP ACCESS 180 DEG, W/API 17D CLASS 5 DRIVE INTERFACE, FOR MATER FLO VALVE MASTER FLO, PN:42005-016-02	128021	MC 519 DESIGN	EA			1		151025	151025		
Deepwater Warehouse	Fieldwood	46638.A		DWW-YARD	STEEL TUBE FLYING LEAD (STFL), 7 LINE, 12 WAY AKER X 14 WAY OIE M1, 60M, (1+1 SPARE), AKER SOLUTIONS, PN: 10233216	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		127242	127242		
Deepwater Warehouse	Fieldwood	46641.A		DWW-YARD	STEEL TUBE FLYING LEAD (STFL), 9 LINE, 12 WAY AKER X 14 WAY OIE M1, 60 M (1+1 SPARE), AKER SOLUTIONS, PN: 10233217	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		135732	0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	46643.A		DWW-YARD-C-VAN CPU 03011222G1	SAND DETECTOR, ACOUSTIC, CLAMP-ON X 6 WAY ODI MALE, 60M, AKER SOLUTIONS, NEW PN: 10243498, OLD PN: 10233219	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		107180	0		
Deepwater Warehouse	Fieldwood	46645.A		MW-RS-2	ELECTRICAL FLYING LEAD, ODI 90 DEG, 8 WAY MALE X 8 WAY FEMALE, 60M (1+1 SPARE), PN: BB15-000778-20	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		32766	32766		
Deepwater Warehouse	Fieldwood	46646.A		DWW-YARD-C-VAN 433422-0	ELECTRICAL FLYING LEAD, ODI 90 DEG, 4 WAY MALE X 4 WAY FEMALE, 60M (15+2 SPARE), PN: BB15-000776-20	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		34215	68430		
Deepwater Warehouse	Fieldwood	46660.B		DWW-YARD-C-VAN 2051995	CONNECTOR, TEST, 8 WAY, ODI FEMALE, W/PIGTAIL, AKER SOLUTIONS, PN: BB15-000695-37	141585	MC 698 BIG BEND LONG LEADS	EA			0		1661.25	0		
Deepwater Warehouse	Fieldwood	46673.A		BW-AREA 3	LIFT SUB, 6.625 IN OD, 5-135, W/4.500 IN IF PIN	142981	MC 782 2 DANTZLER COMPLETION	EA			2		14277	28554		
Deepwater Warehouse	Fieldwood	46764.B		MW-R15-2	ASSEMBLY, FLUSHER, DUAL PATH, LF/LF CONFIGURATION, ROV RETRIEVABLE DOCKING CANISTER, 10000 PSI RATED WORKING PRESSURE, SKOFLO, PN: 21188-3	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		22842.75	22842.75		
Deepwater Warehouse	Fieldwood	46996.A		MR-3-C	FITTING, 0.750 IN MTM X 0.375 IN TUBE W/FLUSH FITTING, PETRO TECHNOLOGIES, PN: 120M841 REV G	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			0		3576.4	0		
Deepwater Warehouse	Fieldwood	46997.A		MR-3-C	FITTING, 0.750 IN MTM X 0.250 IN TUBE W/FLUSH FITTING, PETRO TECHNOLOGIES, PN: 130M751 REV G	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			0		3236.5	0		
Deepwater Warehouse	Fieldwood	46998.A		MR-3-C	FITTING, 0.750 IN MTM X 0.500 IN POTHI SHORT W/FLUSH FITTING, PETRO TECHNOLOGIES, PN: 160M141 REV B	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			0		4996.12	0		
Deepwater Warehouse	Fieldwood	47020.A		DWW-YARD	TUBING, 4.500 IN, 17.00#, 0380 IN, VM110-13CRSS, DRIFT 3.615 IN VAM TOP, R3	143752	MC 948 4 GUNFLINT COMPLETION/L	FT			81.33		81.33	6614.5689		
Deepwater Warehouse	Fieldwood	47025.A		DWW-YARD	PUP, JT, 4.500 IN, 17.00#, 0.380 IN, VM110-13CRSS, DRIFT 3.615 IN VAM TOP, 10 FT	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			3		3150.84	9452.52		
Deepwater Warehouse	Fieldwood	47059.A		DWW-YARD C-VAN HICU 1339199	ASSEMBLY, SEAL, EMERGENCY, FOR 18.750 SS-15 SYSTEM, H2S, DRILL-QUIP, PN: 2-402060-02			EA			0		23516.36	0		
Deepwater Warehouse	Fieldwood	47342.A		PUP JOINT RACK-TIER 5	FLO TOOL, 4.500 IN, 15.50#, 13CR110, BTS-6, LOWER BCSD X 13 FT (SQUARE SHOULDER W/GROOVE)	126136	MC 519 2 DRI/EVAL/P&A	EA			1		8594	8594		
Deepwater Warehouse	Fieldwood	47350.A		PUP JOINT RACK-FLOOR	CROSSOVER, SUB, 4.500 IN, 12.60#, 13CR95, VAM TOP BOX X 5.500 IN, 23#, BTS-6 PIN X 14.000 IN	126137	MC 519 2 BP 01	EA			1		950	950		
Deepwater Warehouse	Fieldwood	47353.B		PUP JOINT RACK-FLOOR	CROSSOVER, SUB, 4.500 IN, 15.50#, HYPER 13CR110, BTS-6 BOX X 5.500 IN, 17#, VAM TOP PIN X 2 FT	126137	MC 519 2 BP 01	EA			1		3595.5	3595.5		
Deepwater Warehouse	Fieldwood	47358.B		PUP JOINT RACK-FLOOR	NIPPLE, 3.500 IN, 9.30#, 13CR110, BCS, (2.813 IN P.B.) (THREADED 3.500 IN 9.20# VAM F/L BOX/PIN)	126137	MC 519 2 BP 01	EA			1		4435.5	4435.5		
Deepwater Warehouse	Fieldwood	47383.A		PUP JOINT RACK-FLOOR	PUP JT, 6.000IN, 30.38#, 13CR115, VAM TOP KP PIN X PIN X 2FT			EA			1		2778.34	2778.34		
Deepwater Warehouse	Fieldwood	47393.A		PUP JOINT RACK-TIER 2	PUP JT, 4.500IN, 15.50#, HYPER 13CR110, BTS-6 5/C X 4 FT (SQUARE SHOULDER)			EA			1		327.25	327.25		
Deepwater Warehouse	Fieldwood	47401.A		PUP JOINT RACK-FLOOR	RABBIT, DRIFT, 3.720IN OD, PVC X 14.000 IN			EA			1		88.49	88.49		
Deepwater Warehouse	Fieldwood	47403.A		PUP JOINT RACK-FLOOR	FLO TOOL, 4.500IN, 15.50#, HYPER 13CR110, VAM TOP BOX X 4.500IN, 15.50, BTS-6 5/C PIN (SQUARE SHOULDER), LOWER CROSSOVER BOX X 14 FT			EA			1		107.56	107.56		
Deepwater Warehouse	Fieldwood	47405.B		PUP JOINT RACK-TIER 5	FLO TOOL, 4.500IN, 15.50#, HYPER 13CR110, BTS-6 5/C BOX (SQUARE SHOULDER) X 4.500IN, 15.10#, VAM TOP BOX, UPPER, BCSD X 14 FT	126137	MC 519 2 BP 01	EA			1		6962.25	6962.25		
Deepwater Warehouse	Fieldwood	47416.B		PUP JOINT RACK-TIER 5	FLYING LEAD, ELECTRICAL, 12-WAY, 350 FT, ODI, PN: 1065206	127684	COMPLETE	EA			1		6962.25	6962.25		
Deepwater Warehouse	Fieldwood	47417.A		C-VAN C2-3409	W/AMFRCGE OIL & GAS, PN: H50458-3	128021	MC 519 DESIGN	EA			0		15366	0		
Deepwater Warehouse	Fieldwood	50068.A		MR-GENERAL	CAP: TYP: CORROSION, DIVERLESS, STAB, MALE, HYDRAULIC ASSY USE W/MANIFOLD VISA, MFR: GE OIL & GAS, PN: H50458-3			EA					9524.01	19048.02		
Deepwater Warehouse	Fieldwood	50241.A		DWW-YARD C-VAN DNVU-2051995	CAP: TYP: PRESSURE, CONN TYP: FEMALE, SPCL FEATRS: WITH BALL VALVE 3/8 INCH; HI FLOW HOT STAB, MFR: UNITECH, PN: 29219	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		85750	171500		
Deepwater Warehouse	Fieldwood	50241.B		MW-R17-1	CAP: TYP: PRESSURE, CONN TYP: FEMALE, SPCL FEATRS: WITH BALL VALVE 3/8 INCH; HI FLOW HOT STAB, MFR: UNITECH, PN: 29219	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		64312.5	64312.5		
Deepwater Warehouse	Fieldwood	50243.A		DWW-YARD C-VAN DNVU-2051995	CAP: TYP: PROTECTIVE CONNECTOR, CONNECTION TYPE: FEMALE; MFR: UNITECH, PN: 26687	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		3000	6000		
Deepwater Warehouse	Fieldwood	50245.A		DWW-YARD C-VAN DNVU-2051995	KIT, SEAL, TYP: UH-550, MFR: UNITECH, PN: 26414	142679	MC 782 DANTZLER DEVELOPMENT	EA			10		1500	15000		
Deepwater Warehouse	Fieldwood	50246.A		DWW-YARD C-VAN DNVU-2051995	COVER, MFR: UNITECH, PN: 9274, TYP MARINE GROWTH, 52 6 IN ASSEMBLY; TYP: TERMINATION HEAD, SPCL FEATRS: 2 LINE, M1 REMOVABLE PLATE, M1 90 DEG TERMINATION STRUCTURE, MFR: OIE, PN: 432505-ITEM 31, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		1700	3400		
Deepwater Warehouse	Fieldwood	50358.B		BW-AREA 2	ASSEMBLY; TYP: TERMINATION HEAD, SPCL FEATRS: M1 REMOVABLE PLATE, M1 90 DEG TERMINATION STRUCTURE, MFR: OIE, PN: 432505-ITEM 32, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		37653.75	37653.75		
Deepwater Warehouse	Fieldwood	50359.A		BW-AREA 2	JUNCTION PLATE, SUBSEA; FIXED, IN QTY: 10 LINE, 14 WAY, 15 KPSI, SPCL FEATRS: M1 FIXED, MFR: OIE, PN: 428783-ITEM 26, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			3		68651	205953		
Deepwater Warehouse	Fieldwood	50360.A		MW-R16-1	JUNCTION PLATE, SUBSEA; FIXED, IN QTY: 10 LINE, 14 WAY, 15 KPSI, SPCL FEATRS: M1 FIXED 10 X 1/2 HUNTING RS MALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 26, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	141585	MC 698 BIG BEND LONG LEADS	EA			0		26392	0		
Deepwater Warehouse	Fieldwood	50360.B		MW-R15-1	JUNCTION PLATE, SUBSEA; COMPENSATED, LTCP, 15 KPSI, SPCL FEATRS: M1 REMOVABLE 14 X 0.5 HUNTING RS FEMALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 28.1, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	141585	MC 698 BIG BEND LONG LEADS	EA			0		19794	0		
Deepwater Warehouse	Fieldwood	50365.B		MW-R15-2	JUNCTION PLATE, SUBSEA; COMPENSATED, LTCP, 15 KPSI, SPCL FEATRS: M1 REMOVABLE 14 X 0.5 HUNTING RS FEMALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 28.1, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	140528	MC 948 GUNFLINT LONG LEAD	EA			1		27297.75	27297.75		
Deepwater Warehouse	Fieldwood	50365.B		MW-R15-FL	JUNCTION PLATE, SUBSEA; COMPENSATED, LTCP, 15 KPSI, SPCL FEATRS: M1 REMOVABLE 14 X 0.5 HUNTING RS FEMALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 28.1, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	140528	MC 948 GUNFLINT LONG LEAD	EA			1		27297.75	27297.75		
Deepwater Warehouse	Fieldwood	50365.B		MW-R15-FL	JUNCTION PLATE, SUBSEA; COMPENSATED, LTCP, 15 KPSI, SPCL FEATRS: M1 REMOVABLE 14 X 0.5 HUNTING RS FEMALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 28.1, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		27505.5	27505.5		
Deepwater Warehouse	Fieldwood	50365.B		MW-R17-3	JUNCTION PLATE, SUBSEA; COMPENSATED, LTCP, 15 KPSI, SPCL FEATRS: M1 REMOVABLE 14 X 0.5 HUNTING RS FEMALE PRVC COUPLER, MFR: OIE, PN: 428796-ITEM 28.1, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	140528	MC 948 GUNFLINT LONG LEAD	EA			2		37500	75000		
Deepwater Warehouse	Fieldwood	50366.B		DWW-YARD C-VAN DNVU-2051995	JUNCTION PLATE, SUBSEA; FIXED, IN QTY: 14, SPCL FEATRS: STPC, 14 X 1/2 HUNTING RS MALE DUMY COUPLER, MFR: OIE, PN: 0291912-ITEM 26, MFR: OIE, MN: M1, MFR: OIE, QUOTE: 2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		15682.5	0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	50371.A		DWW-YARD	FRAME;TYP-CARTRIDGE DEPLOYMENT,MATL-CS,SPCL FEATRS:TOSPIDE PRIME COATED,APPLI:SFL,MFR:OIE,PIN:0428784-ITEM 37,MFR:OIE,QUOTE:2013-46936A	140528	MC 948 GUNFLINT LONG LEAD	EA			0		45427	0		
Deepwater Warehouse	Fieldwood	50371.A		DWW-YARD	FRAME;TYP-CARTRIDGE DEPLOYMENT,MATL-CS,SPCL FEATRS:TOSPIDE PRIME COATED,APPLI:SFL,MFR:OIE,PIN:0428784-ITEM 37,MFR:OIE,QUOTE:2013-46936A	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			5		62896	314480		
Deepwater Warehouse	Fieldwood	50388.B		DWW-YARD/MW-R15-1	PLATE,TYP-TEST AND FLUSHING, FIXED, 14 WAY,SPCL FEATRS:M1 FIXED T/F W/STAND,MFR:OIE,PIN:429315-ITEM 34	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		29632.5	59265		
Deepwater Warehouse	Fieldwood	50392.A		OS-R3-FL	VALVE, CONTROL,VLY SZ:1IN,CL:150,TRIM:3/8 IN, S17400 DH1150,ACTTR STYL:FAIL CLOSED, SIZE 69,SPCL FEATRS-OPERATING SIGNAL 0-35 PSIG,STYL-GLOBE,MFR:DYNAFLO,PIN:DF269-1CG6-6AF-385,MFR:DYNAFLO,SERIES/VERSION:DF269		NEPTUNE	EA			2		1589.455	3178.91		
Deepwater Warehouse	Fieldwood	50393.A		OS-R3-FL	VALVE, CONTROL,VLY SZ:2IN,CL:300,TRIM:3/8 IN, S17400 DH1150,ACTTR STYL:FAIL CLOSED, SIZE 69,SPCL FEATRS-OPERATING SIGNAL 0-35 PSIG,STYL-GLOBE,MFR:DYNAFLO,PIN:DF269-2GC6-68F-385,MFR:DYNAFLO,SERIES/VERSION:DF269		NEPTUNE	EA			1		1870.53	1870.53		
Deepwater Warehouse	Fieldwood	50516.A		DWW-YARD	GUIDE, MULE SHOE;TYP-HYDRAULIC TUBE,APPLI-FOR PERMA-SERIES PACKER,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 48	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		4243.7	4243.7		
Deepwater Warehouse	Fieldwood	50516.A		DWW-YARD	GUIDE, MULE SHOE;TYP-HYDRAULIC TUBE,APPLI-FOR PERMA-SERIES PACKER,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 48	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		4243.7	4243.7		
Deepwater Warehouse	Fieldwood	50517.A		DWW-YARD	COLUMB;TYP-CD, IN LINE,DIM:5.5 IN-23.00 VAM TOP,MATL:S13CR110,SPCL FEATRS:5 IN, B-P, 6800 SNAP DOWN 25,500 SNAP UP,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 39	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		9336.9	9336.9		
Deepwater Warehouse	Fieldwood	50518.A		VERTICAL RACK	ASSEMBLY;TYP-FLUID CONTROL DEVICE,DIM:7-5/8 IN, 42.8,MATL:S13CR110 AB-HOL,SPCL FEATRS:BOX X PIN, 14190 PSI BURST, 13930 PSI COLLAPSE,SPEC-TWIN FLOW EXTENSION,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 29	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		31460.96	31460.96		
Deepwater Warehouse	Fieldwood	50519.A		DWW-YARD	GUIDE, MULE SHOE;TYP-SELF ALIGNING,CONN SZ:3 1/2-10.2,CONN TYP-VAM TOP BOX,MATL:13CR/110KSI,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 11	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		13012.97	13012.97		
Deepwater Warehouse	Fieldwood	50520.A		DWW-YARD	SLEEVE;TYP-CIRCULATION / PRODUCTION,MATL:13CR110,PRESS RTNG:10,000 PSI,SPEC:3-1/2 IN, 9.3, B7S-8 BOX X PIN,STD-RD SUMLINE DURASLEEVE,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 33	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		23691.76	23691.76		
Deepwater Warehouse	Fieldwood	50521.A		DWW-YARD	LOCATOR, DRILLING,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 35,TYP-NO-GO,CONN SZ 3 1/2 IN,CONN TYP B7S-8 X 3 1/2-10.2 VAM TOP BOX X PIN,MATL 13CR/110,WT 9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		8924.85	8924.85		
Deepwater Warehouse	Fieldwood	50522.A		DWW-YARD	SUB;TYP-SHEAR,CASNG WT:23,MATL GR:13CR110,CONN SZ:5 1/2 IN,CONN TYP-VAM TOP BOX X PIN,SPCL FEATRS:ATLAS O-RINGS, 83,000 LB SHEAR,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 27	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		26088.99	52163.98		
Deepwater Warehouse	Fieldwood	50523.A		DWW-YARD	COUPLING, OCTG;TYP-COLLET INDICATOR,NOM SZ:7 5/8IN,WT:42.8 AB-HDI,CONN STYL: BOX X PIN, 45 DEG ANGLE,PRESS RTNG:14190 PSI BURST, 13930 PSI COLLAPSE,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 24	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		11846.75	23693.5		
Deepwater Warehouse	Fieldwood	50524.A		DWW-YARD	GUIDE, MULE SHOE;TYP-SELF ALIGNING,CONN SZ:5 1/2 IN, 23,CONN TYP-VAM TOP BOX,MATL:13CR/110,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 16	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		14451.48	14451.48		
Deepwater Warehouse	Fieldwood	50524.A		DWW-YARD	GUIDE, MULE SHOE;TYP-SELF ALIGNING,CONN SZ:5 1/2 IN, 23,CONN TYP-VAM TOP BOX,MATL:13CR/110,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 16	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		14451.48	14451.48		
Deepwater Warehouse	Fieldwood	50526.A		DWW-YARD	EXTENSION;TYP-SEAL,DIM:5.5 IN, 23, VAM TOP BOX X PIN,MATL:S13CR110,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 14	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			4		7858.72	31434.88		
Deepwater Warehouse	Fieldwood	50526.A		DWW-YARD	EXTENSION;TYP-SEAL,DIM:5.5 IN, 23, VAM TOP BOX X PIN,MATL:S13CR110,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 14	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			6		7858.72	47152.32		
Deepwater Warehouse	Fieldwood	50526.A		PUP JOINT RACK-FLOOR	EXTENSION;TYP-SEAL,DIM:5.5 IN, 23, VAM TOP BOX X PIN,MATL:S13CR110,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 14	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		7858.72	15717.44		
Deepwater Warehouse	Fieldwood	50526.A		PUP JOINT RACK-FLOOR	EXTENSION;TYP-SEAL,DIM:5.5 IN, 23, VAM TOP BOX X PIN,MATL:S13CR110,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 14	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		7858.72	15717.44		
Deepwater Warehouse	Fieldwood	50527.A		VERTICAL RACK	SUB;TYP-BOTTOM,PRESS RTNG:10,000 PSI BURST,9700 COLLAPSE,MATL GR:S13CR110,CONN TYP:7-15/16-6 STUB ACME PIN X 7-3/4-8 AC BOX,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 20	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		5916.83	11833.66		
Deepwater Warehouse	Fieldwood	50528.A		MW-AREA 5	EXTENSION;TYP-SEA BORE,DIM:4 1/2-12.45,ROD BOX X PIN,MATL:13CR/110,SPCL FEATRS:12730 PSI BURST, 11280 PSI COLLAPSE,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 18	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		10673.3	21346.6		
Deepwater Warehouse	Fieldwood	50529.A		DWW-YARD	GUIDE, MULE SHOE;CONN SZ:3 1/2-10.2,CONN TYP-VAM TOP BOX,MATL:13CR/110KSI,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 37	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		1734.33	1734.33		
Deepwater Warehouse	Fieldwood	50530.A		DWW-YARD	LOCATOR, DRILLING;TYP-PFC,CONN SZ:4 1/2IN,CONN TYP-TSH 511 X 5 1/2 IN 23 VAM TOP,MATL:13CR/110,WT:15.1,PRESS RTNG:14340 COLLAPSE PSI,SPCL FEATRS:6 7/8-4 VERSA-LTH LH 72,000 SHEAR,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 12	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		17335.05	17335.05		
Deepwater Warehouse	Fieldwood	50531.A		VERTICAL RACK	EXTENSION;TYP-UPPER GRAVEL PACK,DIM:7 3/4-8 AC PIN X PIN,MATL:S13CR110,SPCL FEATRS:11220 PSI BURST, 11220 PSI COLLAPSE,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 21	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		19753.21	39506.42		
Deepwater Warehouse	Fieldwood	50532.A		DWW-YARD	GUIDE, MULE SHOE;TYP-SELF ALIGNING,CONN SZ:5 1/2 IN, 20,CONN TYP-VAM TOP SC80,MATL:13CR80 KSI,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 45	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		12675.06	12675.06		
Deepwater Warehouse	Fieldwood	50533.A		PUP JOINT RACK-FLOOR	SUB, LIFT;TYP-UPPER HALF, LSOJ,MFR:HALLIBURTON,PIN:102138717	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		13517	13517		
Deepwater Warehouse	Fieldwood	50533.A		PUP JOINT RACK-FLOOR	SUB, LIFT;TYP-UPPER HALF, LSOJ,MFR:HALLIBURTON,PIN:102138717	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		13516.69	27033.38		
Deepwater Warehouse	Fieldwood	50534.A		DWW-YARD	LOCATOR, DRILLING,MFR:HALLIBURTON,PIN:GUN-PM-NEI-PRO-RFP-0014-ITEM 38,TYP PNZ,CONN SZ 5 1/2 IN,CONN TYP SLHT X 5 1/2 IN 23# VAM TOP BXPJD 3.88 HONE,MATL 13CR/110,WT 23,SPCL FEATRS 14.370 BURST, 14.260 COLLAPSE	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		10329.53	10329.53		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	50536.A		DWW-YARD	EXTENSION;TYP:MIDDLE GRAVEL PACK,DIM:7 5/8 IN, 42.8,MATL:S13CR110 AB-HDL BOX X PIN,SPEC:14190 PSI BURST, 13930 PSI COLLAPSE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 23	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		31460.96	62921.92		
Deepwater Warehouse	Fieldwood	50537.A		MW-AREA 5	EXTENSION;TYP:LOWER GRAVEL PACK,DIM:7-5/8 IN, 42.8,BOX X PIN,MATL:S13CR110 AB-HDL,SPEC:14190 PSI BURST 13930 PSI COLLAPSE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 25	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		22497.65	22497.65		
Deepwater Warehouse	Fieldwood	50537.A		DWW-YARD	EXTENSION;TYP:LOWER GRAVEL PACK,DIM:7-5/8 IN, 42.8,BOX X PIN,MATL:S13CR110 AB-HDL,SPEC:14190 PSI BURST 13930 PSI COLLAPSE,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 25	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		22497.65	22497.65		
Deepwater Warehouse	Fieldwood	50538.A		DWW-YARD	LOCATOR, DRILLING;TYP:TOP SNAP COLLET SEAL ASSEMBLY,CONN SZ:5 1/2 IN,CONN TYP:SLHT TOP BOX X 5 1/2,20 VAM TOP PIN,MATL:13CR/80KSI,WT:23.3,SPLC FEATRS:COLLET VALUE 16000 LBS UP/6500 LBS DOWN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 41	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		13817.41	13817.41		
Deepwater Warehouse	Fieldwood	50540.A		MW-AREA 5	NIPPLE, LANDING;TYP:RECEIVER,TUBE OD:NA,TUBE ID:NA,CONN SZ:4 5/16 4 STUB ACME-LH BOX X 4 1/2 15.1 VAM INSIDE PIN,CONN TYP:NA,ID:NA,OD:NA,MATL:13CR/110KSI,MATL SPEC:NA,MATL GR:NA,PRESS RTNG:NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		13403.42	13403.42		
Deepwater Warehouse	Fieldwood	50541.A		DWW-YARD	ASSEMBLY;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 36,TYP ATP SEAL UNIT,DIM 3 1/2 IN,10.2, VAM TOP BOX X PIN,MATL 13CR110,SPLC FEATRS 1.67 FT MAKE UP LENGTH PER SEAL UNIT (5 EA),SPEC 15000 PSI (SEALS)	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			5		8496	42480		
Deepwater Warehouse	Fieldwood	50542.A		DWW-YARD	ASSEMBLY;TYP:ATR SEAL UNIT,SZ:5 1/2IN,DIM:23, VAM TOP BOX X PIN,MATL:13CR110,SPLC FEATRS:14.370 BURST,14260 CLPS AT450 DEG F,SPEC:MANDREL,STD:1.67 FT LENGTH PER SEAL UNIT 3.88 HONED ID,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 13	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			3		9858.51	29575.53		
Deepwater Warehouse	Fieldwood	50543.A		DWW-YARD	ASSEMBLY;TYP:ATR SEAL UNIT,SZ:5 1/2IN,DIM:23, VAM TOP BOX X PIN,MATL:13CR110,SPLC FEATRS:14.370 BURST,14260 COLLAPSE AT 450 DEG F TEMP RATING,STD:1.67 FT LENGTH PER SEAL UNIT,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 15	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			4		9858.51	39434.04		
Deepwater Warehouse	Fieldwood	50543.A		DWW-YARD	ASSEMBLY;TYP:ATR SEAL UNIT,SZ:5 1/2IN,DIM:23, VAM TOP BOX X PIN,MATL:13CR110,SPLC FEATRS:14.370 BURST,14260 COLLAPSE AT 450 DEG F TEMP RATING,STD:1.67 FT LENGTH PER SEAL UNIT,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 15	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			11		9858.51	108443.61		
Deepwater Warehouse	Fieldwood	50544.A		PUP JOINT RACK-TIER 3	SUB, LIFT;TYP:LOWER HALF, LSOJ,MFR:HALLIBURTON,PN:101901103	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		6869.87	13739.74		
Deepwater Warehouse	Fieldwood	50544.A		PUP JOINT RACK-TIER 3	SUB, LIFT;TYP:LOWER HALF, LSOJ,MFR:HALLIBURTON,PN:101901103	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		6870	6870		
Deepwater Warehouse	Fieldwood	50545.A		MW-AREA 5	VALVE;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 26,CONN 1 SZ 7-5/8 IN,CONN 1 TYP VAM TOP BOX X PIN,DSGN RTNG FLUID LOSS,MATL INCOLOY 925,WT 42.8,PRESS RTNG 12,000 PSI(FRAC COLLAPSE),SPLC FEATRS 18+/-3 CYCLES TO OPEN,MFR:HALLIBURTON,	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		392913.94	392913.94		
Deepwater Warehouse	Fieldwood	50547.A		DWW-YARD	ASSEMBLY;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRITEM 10,TYP ATP SEAL UNIT,SZ 3.5-10.2 IN,MATL 13CR110,COMPRISING VAM TOP BOX X PIN, 1.67 FT. MAKE UP LENGTH PER SEAL UNIT (6 EA),SPLC FEATRS 15000 PSI,APPLI FS ASSEMBLY,SPEC MANDREL	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			6		2301.18	13807.08		
Deepwater Warehouse	Fieldwood	50549.A		PUP JOINT RACK-TIER 4	VALVE;CONN 1 TYP:7-5/8 IN,42.8,AB HDL BOX X 5-1/2 IN,23,VAM TOP PIN,DSGN RTNG:FLUID LOSS,MATL GR:13CR110,WT:23.5,FTGDS:FLUROEL O-RINGS,PRESS RTNG:13,900 PSI,SPLC FEATRS:SEAL BORE 3.88 IN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 50	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		46740	93480		
Deepwater Warehouse	Fieldwood	50550.A		MW-AREA-6	PACKER, DRILL;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 46,TYP PERMA-SERIES,STYL NA,ID NA,OD NA,CONN 1 SZ 9 5/8,PRESS RTNG 7,380 PSI WITH SEAL UNIT,WT 40-53.5,MATL 13CR/80 KSI,SPLC FEATRS TOP SNAP HEAD X 7 IN-8	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		33816.52	67633.04		
Deepwater Warehouse	Fieldwood	50551.A		DWW-YARD	ASSEMBLY;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 42,TYP AFLAS SEAL UNIT,SZ 5.5 IN,MATL 13CR80,COMPRISING 20 VAM TOP BOX X PIN, SC 80,SPLC FEATRS 9,080 PSI BRST,8,640 PSI CLPS,SPEC 80 KSI MANDREL	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		6153.71	12307.42		
Deepwater Warehouse	Fieldwood	50552.A		VERTICAL RACK	SLEEVE;TYP:CLOSING,MATL:S13CR110,PRESS RTNG:13930 PSI,SEAL MATL:FLOUREL O-RINGS,SPLC FEATRS:MCS,SPEC:7-5/8-8 AC BOX X 7-5/8 IN,42.8,AB-HDL PIN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 22	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		42425.3	84850.6		
Deepwater Warehouse	Fieldwood	50553.A		MW-AREA-6	PININ,MATL:13CR80,APPLI FOR HALLIBURTON TOP SNAP SUMP PACKER	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		6350.57	12701.14		
Deepwater Warehouse	Fieldwood	50554.A		DWW-YARD	ASSEMBLY;MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 47 SUB;TYP:MAKEUP,PRESS RTNG: 14,190 BURST,13,930 PSI COLLAPSE,MATL GR:13CR110,SPLC FEATRS:MUS, 7 5/8-42.8 AB-HD, X 5-1/2 IN, 23, VAM TOP BOX X PIN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 28	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		37949	75898		
Deepwater Warehouse	Fieldwood	50558.A		MW-AREA 5	ASSEMBLY;TYP:TWIN FLOW,SZ:7-5/8 IN, 42.8, AB-HDL PIN X PIN,DIM:4 1/2 IN, 8-UNS BOX X 3 1/2 IN 9.3,815-8 PIN,MATL GR:S13CR110,SPLC FEATRS:AFLAS ELASTO,2.750 IN X LN,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 30	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		93543.77	93543.77		
Deepwater Warehouse	Fieldwood	50560.A		PUP JOINT RACK-TIER 1	ASSEMBLY;TYP:SHIFTER, FS2,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 49,MFR:HALLIBURTON,SERIES/VERSION:F25	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		12297.67	12297.67		
Deepwater Warehouse	Fieldwood	50560.A		PUP JOINT RACK-TIER 1	ASSEMBLY;TYP:SHIFTER, FS2,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 49,MFR:HALLIBURTON,SERIES/VERSION:F25	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		12297.67	24595.34		
Deepwater Warehouse	Fieldwood	50561.A		PUP JOINT RACK-FLOOR	ASSEMBLY;TYP:SHIFTER, ISS,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 51,MFR:HALLIBURTON,SERIES/VERSION:ISS	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		14939	29878		
Deepwater Warehouse	Fieldwood	50626.A		DWW-YARD	ASSEMBLY;MFR:DELTA SCREENS,PN:SCREEN 3129,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN OD,DIM RANGE 3,SLHT,MATL ALLOY 20,MATL GR 23 LB/FT,HP2 13CR-110,SPLC FEATRS W/CENTRALIZERS INSTALLED F 9.875 IN OD,65.10 LB/FT,CENTRALIZER OD 8.250	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			3		21430	64290		
Deepwater Warehouse	Fieldwood	50626.A		DWW-YARD	ASSEMBLY;MFR:DELTA SCREENS,PN:SCREEN 3129,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN OD,DIM RANGE 3,SLHT,MATL ALLOY 20,MATL GR 23 LB/FT,HP2 13CR-110,SPLC FEATRS W/CENTRALIZERS INSTALLED F 9.875 IN OD,65.10 LB/FT,CENTRALIZER OD 8.250	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			3		21430	64290		
Deepwater Warehouse	Fieldwood	50627.A		DWW-YARD	ASSEMBLY;MFR:DELTA SCREENS,PN:SCREEN 3130,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN,DIM 19.50 FT JT,CL 23,MATL ALLOY 20,MATL GR HP2 13CR-110,SPLC FEATRS W/CENTRALIZERS INSTALLED	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		11215	11215		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt%	Net Value
Deepwater Warehouse	Fieldwood	50627.A		DWW-YARD	ASSEMBLY:MFR:DELTA SCREENS,PN:SCREEN 3130,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN,DIM 19.50 FT JT,CL 23,MATL ALLOY 20,MATL GR HP2 13CR-110,SPCL FEATRS W/CENTRALIZERS INSTALLED	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		11215	11215		
Deepwater Warehouse	Fieldwood	50628.A		DWW-YARD	ASSEMBLY:MFR:DELTA SCREENS,PN:SCREEN 3131,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN,DIM 10.25 FT JT,CL 23,MATL ALLOY 20,SPCL FEATRS W/CENTRALIZERS INSTALLED,BRAND:DELTA SCREENS,BRAND:DELTA ELITE	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		5720	5720		
Deepwater Warehouse	Fieldwood	50628.A		DWW-YARD	ASSEMBLY:MFR:DELTA SCREENS,PN:SCREEN 3131,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN,DIM 10.25 FT JT,CL 23,MATL ALLOY 20,SPCL FEATRS W/CENTRALIZERS INSTALLED,BRAND:DELTA SCREENS,BRAND:DELTA ELITE	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		5720	5720		
Deepwater Warehouse	Fieldwood	50631.A		DWW-YARD	ASSEMBLY:MFR:DELTA SCREENS,PN:BLANK 3132,TYP CASING,SZ 5 1/2 IN DIM 39 FT JT,CL 23,MATL GR HP2 13CR-110,SPCL FEATRS W/S WELD-ON CENTRALIZERS F/8.25 OD,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			5		9262	46310		
Deepwater Warehouse	Fieldwood	50632.A		DWW-YARD	PUP JOINT, CASING,NOM SZ-5 1/2IN,WT-23.00,MATL GR:HP2 13CR-110,TOP CONN TYP-SLHT BOX X PIN,LG-4ft,MFR:DELTA SCREENS,PN:PUP JOINT 3136,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		2470	4940		
Deepwater Warehouse	Fieldwood	50633.A		DWW-YARD	PUP JOINT, CASING,NOM SZ-5 1/2IN,WT-23.00,MATL GR:HP2 13CR-110,TOP CONN TYP-SLHT BOX X PIN,LG-6ft,MFR:DELTA SCREENS,PN:PUP JOINT 3135,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		2830	5660		
Deepwater Warehouse	Fieldwood	50634.A		DWW-YARD	PUP JOINT, CASING,NOM SZ-5 1/2IN,WT-23.00,MATL GR:HP2 13CR-110,TOP CONN TYP-SLHT BOX X PIN,LG-8ft,MFR:DELTA SCREENS,PN:PUP JOINT 3134,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		3225	6450		
Deepwater Warehouse	Fieldwood	50635.A		DWW-YARD	PUP JOINT, CASING,MFR:DELTA SCREENS,PN:PUP JOINT 3133,NOM SZ 5 1/2 IN,WT 23.00,MATL GR HP2 13CR-110,TOP CONN TYP-SLHT BOX X PIN,LG 10 FT,MFR:DELTA SCREENS,QUOTE:DS1301148	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		3620	3620		
Deepwater Warehouse	Fieldwood	50635.A		DWW-YARD	PUP JOINT, CASING,MFR:DELTA SCREENS,PN:PUP JOINT 3133,NOM SZ 5 1/2 IN,WT 23.00,MATL GR HP2 13CR-110,TOP CONN TYP-SLHT BOX X PIN,LG 10 FT,MFR:DELTA SCREENS,QUOTE:DS1301148	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		3620	7240		
Deepwater Warehouse	Fieldwood	50934.A		DWW-YARD	CROSSOVER:MATL GR:NA,TYP-CASING,BOT CONN TYP-VAM FIL PIN 5,BOT CONN SZ-6-5/8 IN, 32,TOP CONN TYP-VAM TOP BOX,TOP CONN SZ-4-1/2 IN, 17,MATL:13CR110	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		9044.75	9044.75		
Deepwater Warehouse	Fieldwood	50935.A		DWW-YARD	CROSSOVER:MATL GR:110,TYP-NA,BOT CONN TYP-VAM TOP PIN,BOT CONN SZ-3-1/2IN,TOP CONN TYP-HYDRIL 511 BOX,TOP CONN SZ-3-1/2IN,MATL:13CR JOINT,TYP-CASING,DIM-6-5/8IN,WT-32kg,LG-40ft,MATL:SUPER 13CR,MATL GR:110,CONN 1 SZ-6-5/8IN,CONN 1 TYP-BOX VAM FIL,CONN 2 SZ-6-5/8IN,CONN 2 TYP-PIN VAM FIL,SPCL FEATRS:N/A	143751	MC 948 2 GUNFLINT COMPLETION/L	EA		1		5485.5	5485.5			
Deepwater Warehouse	Fieldwood	50936.A		DWW-YARD	CROSSOVER:MATL GR:110,TYP-NA,BOT CONN TYP-VAM TOP PIN,BOT CONN SZ-3-1/2IN,TOP CONN TYP-HYDRIL 511 BOX,TOP CONN SZ-3-1/2IN,MATL:13CR JOINT,TYP-CASING,DIM-6-5/8IN,WT-32kg,LG-40ft,MATL:SUPER 13CR,MATL GR:110,CONN 1 SZ-6-5/8IN,CONN 1 TYP-BOX VAM FIL,CONN 2 SZ-6-5/8IN,CONN 2 TYP-PIN VAM FIL,SPCL FEATRS:N/A	143751	MC 948 2 GUNFLINT COMPLETION/L	EA		2		24748	49496			
Deepwater Warehouse	Fieldwood	50937.A		DWW-YARD	TUBING, OCTG,NOM SZ-4 1/2IN,OD-NA,WT-15.1,MATL GR:13CR110,PROCESS:TSH 511,CONN TYP-BOX X PIN,LG-40ft,SPCL FEATRS:NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		16474.9	32949.8		
Deepwater Warehouse	Fieldwood	50939.A		DWW-YARD	PUP JOINT, CASING,NOM SZ-4-1/2IN,WT-15.1,MATL:13CR,MATL GR:110,PROCESS:TSH511,TOP CONN TYP-BOX,BOT CONN TYP-PIN,LG-8ft	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		7834.38	7834.38		
Deepwater Warehouse	Fieldwood	50939.A		DWW-YARD	PUP JOINT, CASING,NOM SZ-4-1/2IN,WT-15.1,MATL:13CR,MATL GR:110,PROCESS:TSH511,TOP CONN TYP-BOX,BOT CONN TYP-PIN,LG-8ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		7834.38	7834.38		
Deepwater Warehouse	Fieldwood	50941.A		DWW-YARD	TUBING, OCTG,NOM SZ-3-1/2IN,OD-NA,WT-9.3,MATL GR:13CR110,PROCESS:BT5-8,CONN TYP-BOX X PIN,LG-30ft,SPCL FEATRS:NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			6		2012.5	12075		
Deepwater Warehouse	Fieldwood	50942.A		PUP JOINT RACK-FLOOR	PUP JOINT, CASING,NOM SZ-3-1/2IN,WT-9.3,MATL:13CR,MATL GR:110,PROCESS:BT5-8,TOP CONN TYP-BOX,BOT CONN TYP-PIN,LG:12IN	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		1986.05	3972.1		
Deepwater Warehouse	Fieldwood	50943.A		MW-AREA 5	PUP JOINT, CASING,NOM SZ-3-1/2IN,WT-9.3,MATL:13CR,MATL GR:110,PROCESS:BT5-8,TOP CONN TYP-BOX,BOT CONN TYP-PIN,LG:2ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		2725.5	2725.5		
Deepwater Warehouse	Fieldwood	50944.A		MW-AREA 6	JOINT, BLAST,NOM SZ-3-1/2IN,CONN TYP-BOX X PIN,LG-4ft,MATL:13CR110,PROCESS:BT5-8,WT-9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		4151.5	8303		
Deepwater Warehouse	Fieldwood	50945.A		MW-AREA 6	JOINT, BLAST,NOM SZ-3-1/2IN,CONN TYP-BOX X PIN,LG-6ft,MATL:13CR110,PROCESS:BT5-8,WT-9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		5715.5	11431		
Deepwater Warehouse	Fieldwood	50946.A		MW-AREA 6	JOINT, BLAST,NOM SZ-3-1/2IN,CONN TYP-BOX X PIN,LG-8ft,MATL:13CR110,PROCESS:BT5-8,WT-9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		7233.5	14467		
Deepwater Warehouse	Fieldwood	50947.A		(1) MW-AREA 6/(1) DWW-YARD	JOINT, BLAST,NOM SZ-3-1/2IN,CONN TYP-BOX X PIN,LG:10ft,MATL:13CR110,PROCESS:BT5-8,WT-9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		8038.5	16077		
Deepwater Warehouse	Fieldwood	50948.A		DWW-YARD	COUPLING, OCTG,TYP-NA,NOM SZ-5-1/2IN,WT-20,JD-NA,OD-NA,LG-NA,MATL:13CR,MATL GR:80,PROCESS:NA,TOP CONN TYP-VAM TOP BOX,SC 80,TOP CONN SZ-5-1/2IN,BOT CONN TYP-VAM TOP PIN,SC 80,BOT CONN SZ-5-1/2IN,SURF TRTMT:NA,PRESS RTNG-NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA		1		4255	4255			
Deepwater Warehouse	Fieldwood	50949.A		DWW-YARD	PUP JOINT, CASING,NOM SZ-5-1/2IN,WT-20,MATL:13CR,MATL GR:80,PROCESS:NA,TOP CONN TYP-VAM TOP BOX,SC 80,BOT CONN TYP-VAM TOP PIN,SC 80,LG-NA	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		7101.25	7101.25		
Deepwater Warehouse	Fieldwood	50954.A		OS-R3-53	PLATE,TYP:THRUST,APPL:BEARING FOR 2408 SUPERIOR ENGINE,MFR:SINOR,PN:650-906-001		NEPTUNE	EA			5		0	0		
Deepwater Warehouse	Fieldwood	51057.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING,NOM SZ-4.5IN,WT-15.1kg,MATL:CR 13,MATL GR:110,PROCESS:NA,TOP CONN TYP-BOX TSH 511,BOT CONN TYP-PIN TSH511,LG:6ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		6067.4	6067.4		
Deepwater Warehouse	Fieldwood	51057.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING,NOM SZ-4.5IN,WT-15.1kg,MATL:CR 13,MATL GR:110,PROCESS:NA,TOP CONN TYP-BOX TSH 511,BOT CONN TYP-PIN TSH511,LG:6ft	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		6067.4	12134.8		
Deepwater Warehouse	Fieldwood	51058.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING,NOM SZ-4.5IN,WT-15.1kg,MATL:CR 13,MATL GR:110,PROCESS:NA,TOP CONN TYP-BOX TSH 511,BOT CONN TYP-PIN TSH 511,LG:4ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		6067.4	6067.4		
Deepwater Warehouse	Fieldwood	51058.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING,NOM SZ-4.5IN,WT-15.1kg,MATL:CR 13,MATL GR:110,PROCESS:NA,TOP CONN TYP-BOX TSH 511,BOT CONN TYP-PIN TSH 511,LG:4ft	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			2		6067.4	12134.8		
Deepwater Warehouse	Fieldwood	51083.A		PUP JOINT RACK-FLOOR	NIPPLE,TYP-RPT,CONN SZ-3.313, 4.5IN,CONN TYP-VAM TOP,MATL:13CR110,MATL GR:NA,PROCESS:NA,WT:17	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		5704.85	5704.85		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	51084.A		MW-AREA 6	JOINT, BLAST,NOM SZ 3 1/2 ININ,CONN TYP:NA,LG:20ft,MATL:13CR/110 BTS-8,PROCESS:NA,WT:9.3	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			5		17589.25	87946.25		
Deepwater Warehouse	Fieldwood	51105.A		MR-4-D	KIT, SEAL,TYP:RESILIENT,APPLI:SSR PLUG 5-1/4 IN 2748033-01,MFR:CAMERON,PN:2142583-01	142981	MC 782 2 DANTZLER COMPLETION	EA			0		3543	0		
Deepwater Warehouse	Fieldwood	51105.B		N/A	KIT, SEAL,TYP:RESILIENT,APPLI:SSR PLUG 5-1/4 IN 2748033-01,MFR:CAMERON,PN:2142583-01	AFE FW580018	KATMA/JORLOV/GE NOVESA	EA			0		0	0		
Deepwater Warehouse	Fieldwood	51442.A		DWW YARD C-VAN 401592-1	CENTRALIZER, CASING,TYP:SUB,OD:9-7/8IN,MATL:ALLOY API Q125,CONN TYP:TSH 523 BOX X TSH 523 PIN DOPELESS,BOW TYP:(8)BOW SPRING-14-7/8 OVER BOW,SPEC:62.80,MFR:BLACKHAWK,PN:0102961-QP0003			EA			0		6023.888	0		
Deepwater Warehouse	Fieldwood	51442.A		DWW YARD C-VAN 433422-0	CENTRALIZER, CASING,TYP:SUB,OD:9-7/8IN,MATL:ALLOY API Q125,CONN TYP:TSH 523 BOX X TSH 523 PIN DOPELESS,BOW TYP:(8)BOW SPRING-14-7/8 OVER BOW,SPEC:62.80,MFR:BLACKHAWK,PN:0102961-QP0003			EA			0		6023.888	0		
Deepwater Warehouse	Fieldwood	52233.A		DWW-YARD	CABLE, UMBILICAL, SUBSEA,MFR:TECHNIP,PN:TAM-SW-NEM-SBF-CON-0001-BB,TYP:FLEXIBLE FLYING LEAD,CONDUCTR SZ 2 IN,LG 100 M,SPEC SERVICE BB, WITH BIN RESTRICTOR	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		377629	377629		
Deepwater Warehouse	Fieldwood	52307.A		OS-GENERAL	SEAL,MFR:FMC TECHNOLOGIES,PN:P1000045117,TYP PRODUCTION	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		11559.24	11559.24		
Deepwater Warehouse	Fieldwood	52307.A		OS-GENERAL	SEAL,MFR:FMC TECHNOLOGIES,PN:P1000045117,TYP PRODUCTION	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		11559.24	11559.24		
Deepwater Warehouse	Fieldwood	52342.A		DWW-YARD	DISC, RUPTURE,MFR:FIKE,PN:A10116-1,BRAND:FIKE,BRAND:FIKE,MFR:FIKE,QUOTE:121964	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		6869	6869		
Deepwater Warehouse	Fieldwood	53821.A		DWW-YARD	JOINT,MFR:OIL STATES,PN:PD16762,DIM 8 IN,SPLC FEATRS INCLUDES HOLD COLLAR - PD 16762,MFR:OIL STATES,TYPE:SCR FLEX	141585	MC 698 BIG BEND LONG LEADS	EA			1		1739009	1739009		
Deepwater Warehouse	Fieldwood	53822.A		DWW-YARD	FRAME,MFR:OIL STATES,PN:SP1K-23-264,TYP SHIPPING,DIM 834 L X 78 W X 82.7 H,MATL ASTM A36 PLATE,ASTM A500 GR B RECTANGULAR TUBING,SPEC 32,190 LBS FRAME ONLY,MFR:OIL STATES,NOBLE SPEC:DNW 2.7-3,MFR:OIL STATES,NOBLE RFIK-23-264	141585	MC 698 BIG BEND LONG LEADS	EA			1		186723	186723		
Deepwater Warehouse	Fieldwood	53843.A		DWW-YARD	SCREEN,MFR:DELTA SCREENS,PN:BLANK 3213	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		4816	4816		
Deepwater Warehouse	Fieldwood	56040.A		DWW-YARD	SUB,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 99,TYP CROSSOVER,CASING WT 15.1DIM 3-1/2 IN,MATL GR 13CR/110,CONN SZ 4-1/2 IN,CONN TYP BXP,SPLC FEATRS TSH 511	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		8802	8802		
Deepwater Warehouse	Fieldwood	56042.A		MW-AREA 5	COUPLING,TYP N/A,CONN 1 SZ 7-5/8 IN,DIM 7-5/8 IN,MATL 110K,MATL GR 513CR,MATL SPEC 42.8,SPLC FEATRS PRESSURE RATING CALC: BURST 14190 PSI, COLLAPSE 13930 PSI,SPEC AB-HDL	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		6090.37	6090.37		
Deepwater Warehouse	Fieldwood	56042.A		PUP JOINT RACK-FLOOR	COUPLING,TYP N/A,CONN 1 SZ 7-5/8 IN,DIM 7-5/8 IN,MATL 110K,MATL GR 513CR,MATL SPEC 42.8,SPLC FEATRS PRESSURE RATING CALC: BURST 14190 PSI, COLLAPSE 13930 PSI,SPEC AB-HDL	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		6090.37	6090.37		
Deepwater Warehouse	Fieldwood	56043.A		DWW-YARD	COUPLING,TYP N/A,CONN 1 SZ N/A,CONN 1 TYP VAM TOP,DIM 3-1/2 IN,MATL 13CR,MATL GR 110,SPEC 10.2	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		3502.9	3502.9		
Deepwater Warehouse	Fieldwood	56045.A		DWW-YARD	PUP JOINT, TUBING,TYP N/A,NOM SZ 3-1/2 IN,WT 10.2,MATL GR 13CR,PROCESS 110,CONN TYP VAM TOP,TOP CONN TYP BXP,BOT CONN TYP BXP,LG 3-1/2 IN	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		4703.5	4703.5		
Deepwater Warehouse	Fieldwood	56048.A		DWW-YARD	COUPLING,TYP N/A,CONN 1 SZ N/A,CONN 1 TYP VAM TOP,CONN 2 TYP VAM TOP,DIM 5-1/2 IN,MATL 110,MATL GR 13CR,SPEC 23	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			3		4370	13110		
Deepwater Warehouse	Fieldwood	56050.A		DWW-YARD	PUP JOINT, CASING,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 88,TYP N/A,NOM SZ 5-1/2 IN,WT 23,MATL 110,MATL GR 13CR, TOP CONN TYP VAM TOP,BOT CONN TYP BXP,LG 8 ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		7998.25	15996.5		
Deepwater Warehouse	Fieldwood	56368.A		DWW-YARD	CASING, OCTG,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 50,NOM SZ 6-5/8 IN,WT 32 lb,MATL GR SUPER 13 CR 110,CONN TYP VAM FIL BXP,LG 15 ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		11529	11529		
Deepwater Warehouse	Fieldwood	56369.A		MR-1-A	SEAL ASSEMBLY,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 51,TYP ISO7J ASSEMBLY,MATL S13CR110,NOM SZ 6-5/8 IN,CONN TYP VAM FIL BOX X 4-1/2 IN 15.1 LB TSH 511 PIN,WT 32 lb,SPEC 60 FT OF CONTINUOUS SEALING STROKE, ATR SEAL UNITS	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		458032.4	458032.4		
Deepwater Warehouse	Fieldwood	56370.A		MR-1-A	SEAL ASSEMBLY,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 52,TYP MOLDED AFLAS, STRADDLE, MATL S13CR/110,NOM SZ 6 IN,CONN TYP VAM TOP SC 80 5-1/2 IN,WT 20 lb	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		145653.13	145653.13		
Deepwater Warehouse	Fieldwood	56373.A		DWW-YARD	PUP JOINT, TUBING,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 54,NOM SZ 3-1/2 IN,WT 10.2 lb,MATL GR SUPER CHROME 110 TSH-511,LG 4 ft	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		3921.5	3921.5		
Deepwater Warehouse	Fieldwood	56375.A		DWW-YARD	PUP JOINT, TUBING,MFR:HALLIBURTON,PN:GUN-PM-NEI-PRO-RFP-0014 - 57,NOM SZ 3-1/2 IN,WT 10.2 lb,MATL GR SUPER CHROME 110 TSH-511,TOP CONN TYP BXP,LG CUT TO LENGTH	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		4473.5	4473.5		
Deepwater Warehouse	Fieldwood	56484.A		OS-R1-S3	SEAL,MFR:FMC TECHNOLOGIES,PN:P2000025846,TYP 5,SPLC FEATRS B TYPE EXTERNAL,APPLI ISOLATION SLEEVE	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			4		857.84	3431.36		
Deepwater Warehouse	Fieldwood	56485.A		MR-5-D	TOOL,MFR:FMC TECHNOLOGIES,PN:P1000064452,TYP THRT HYDRAULIC STAB INSTALLATION	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		2373.89	2373.89		
Deepwater Warehouse	Fieldwood	57031.A		OS-R1-S3	SLEEVE,MFR:FMC TECHNOLOGIES,PN:P1000133891,TYP 5-SEAL; ISOLATION (UPPER)	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		940.5	940.5		
Deepwater Warehouse	Fieldwood	57211.A		OS-R1-S3	THERMOSTAT,MFR:EATON,PN:4709A93G03,TYP ENCLOSURE SPACE HEATER CONTROL	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		580	580		
Deepwater Warehouse	Fieldwood	57212.A		OS-R1-S3	SHUNT,MFR:EATON,PN:SNTP304K,TYP TRIP,VOLT 120 V,APPLI FDR	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		200	200		
Deepwater Warehouse	Fieldwood	57214.A		OS-R1-S3	BLOCK, TERMINAL,MFR:EATON,PN:34-4038-1,TYP LATCHING PULL-APART, STD	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		480	960		
Deepwater Warehouse	Fieldwood	57215.A		OS-R1-S3	HEATER, SPACE,MFR:EATON,PN:4709A92G52,WATT 150 W	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		469	469		
Deepwater Warehouse	Fieldwood	57216.A		MR-GENERAL	KIT,MFR:EATON,PN:4719A91G10,TYP TOUCH UP PAINT,COMPRISING AEROSOL CANS,QTY 3,SPEC ANSI-61	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		150	150		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	57217.A		MR-GENERAL	RT,MFR:EATON,PN:155W174SPAYCAN,TYP TOUCH UP PAINT,COMPRISING AEROSOL CANS GLOSS WHITE,QTY 3	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		150	150		
Deepwater Warehouse	Fieldwood	57218.A		OS-R1-S3	RELAY, CONTROL,MFR:EATON,PN:D7PR2A	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		20	40		
Deepwater Warehouse	Fieldwood	57219.A		OS-R1-S3	RELAY, CONTROL,MFR:EATON,PN:D7PA9A	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		20	40		
Deepwater Warehouse	Fieldwood	57220.A		OS-R1-S3	FUSE,MFR:EATON,PN:FNQR-1,SPEC BOX OF 10	142679	MC 782 DANTZLER DEVELOPMENT	EA			3		50	150		
Deepwater Warehouse	Fieldwood	57222.A		OS-R1-S3	LENS, INDICATING LIGHT,MFR:EATON,PN:10250TCLN,CLR RED	142679	MC 782 DANTZLER DEVELOPMENT	EA			3		9	27		
Deepwater Warehouse	Fieldwood	57223.A		OS-R1-S3	LENS, INDICATING LIGHT,MFR:EATON,PN:10250TCLN,CLR GREEN	142679	MC 782 DANTZLER DEVELOPMENT	EA			3		9	27		
Deepwater Warehouse	Fieldwood	57224.A		OS-R1-S3	TRANSFORMER, POWER,MFR:EATON,PN:C0150E4GFB,VOLT 1500 VA	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		339	678		
Deepwater Warehouse	Fieldwood	57225.A		OS-R1-S3	PROTECTOR, OVERLOAD,MFR:EATON,PN:HMCPE-MOD-G54,TYP HMCPE MOTOR CIRCUIT,AMP 7 A	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		1990	1990		
Deepwater Warehouse	Fieldwood	57226.A		OS-R1-S3	PROTECTOR, OVERLOAD,MFR:EATON,PN:HMCPE-MOD-G61,TYP HMCPE MOTOR CIRCUIT,AMP 15 A	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		1990	1990		
Deepwater Warehouse	Fieldwood	57227.A		OS-R1-S3	PROTECTOR, OVERLOAD,MFR:EATON,PN:HMCPE-MOD-G56,TYP HMCPE MOTOR CIRCUIT,AMP 30 A	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		1990	1990		
Deepwater Warehouse	Fieldwood	57228.A		OS-R1-S3	ALARM,MFR:EATON,PN:AUXLARMJPK,TYP BELL SW,APPLI FDR BKR	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		180	180		
Deepwater Warehouse	Fieldwood	57229.A		OS-R1-S3	STARTER, ELECTRIC MOTOR,MFR:EATON,PN:N101DS2K3A,TYP SIZE 2 ITEM SERIES,COIL VOLT 120 VAC	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		1152	1152		
Deepwater Warehouse	Fieldwood	57229.A		OS-R1-S3	STARTER, ELECTRIC MOTOR,MFR:EATON,PN:N101DS2K3A,TYP SIZE 2 ITEM SERIES,COIL VOLT 120 VAC	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		1152	1152		
Deepwater Warehouse	Fieldwood	57230.A		OS-R1-S3	STARTER, ELECTRIC MOTOR,MFR:EATON,PN:N101CS1A3A,TYP SIZE 1 ITEM SERIES,COIL VOLT 120 VAC	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		621	1242		
Deepwater Warehouse	Fieldwood	57231.A		OS-R1-S3	LIGHT, INDICATING,MFR:EATON,PN:10250T181N,TYP XFMR,VOLT 6-120 VAC	139351	MC 698 BIG BEND EXECUTE AFE	EA			3		9	27		
Deepwater Warehouse	Fieldwood	57231.A		OS-R1-S3	LIGHT, INDICATING,MFR:EATON,PN:10250T181N,TYP XFMR,VOLT 6-120 VAC	142679	MC 782 DANTZLER DEVELOPMENT	EA			3		9	27		
Deepwater Warehouse	Fieldwood	57232.A		OS-GENERAL	DRIVE,MFR:EATON,PN:SVX040A1-4A1N1,TYP VFD SPARE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		9141	9141		
Deepwater Warehouse	Fieldwood	57307.A		DWW-YARD-C-VAN 402189.0	INSERT,MFR:FMC TECHNOLOGIES,PN:P1000136103,TYP TEST STUMP ADAPTER SKID,MFR:FMC TECHNOLOGIES,PN:42104-035,TYP CHOKE INSERT SHIPPING,APPLI GUNFLINT CTB-138, CIXB-292, CIXB-300,SPEC W/HRV-1131 CHOKE, ROT-S167 ACTUATOR	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		45376	45376		
Deepwater Warehouse	Fieldwood	57309.A		DWW-YARD	PUP JOINT, TUBING,TYP N/A,NOM SZ 5-1/2 IN,WT 23 lb,MATL GR 13CR115Y,PROCESS FABRICATION,CONN TYP VAM TOP, TOP CONN TYP PIN,BOT CONN TYP PIN,LG 8 ft	139057	MC 948 GUNFLINT DEVELOPMENT	EA			0		228290	0		
Deepwater Warehouse	Fieldwood	57684.A		DWW-YARD		143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		4841.2	4841.2		
Deepwater Warehouse	Fieldwood	57730.A		DWW-YARD-C-VAN 433422.0	TOOL, DOWN HOLE,MFR:OCEANEERING,PN:BMCC00471 - 01,TYP MANUAL WELHEAD, CLEANING,MFR:OCEANEERING,QUOTE:BMCC00471 POWER SUPPLY,MFR:PHENIX CONTACT,PN:2866776,MFR:PHENIX CONTACT,PN:QUINT-PS1AC/24DC/20,TYP BULK,O/P VOLT 24 VDC,O/P CURRENT 20 A	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			0		7950	0		
Deepwater Warehouse	Fieldwood	57924.A		OS-R1-S3	DISC, RUPTURE,TYP SPARE EXTERNAL,DIA 16 IN,OPRTG PRESS 1800 PSIG AT 150 DEG C,MATL EPD,BST PRESS 7000 PSI,SEAT ANGL 90 DEG	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		505	505		
Deepwater Warehouse	Fieldwood	57969.A		MR-1-O	DISC, RUPTURE,TYP SPARE,DIA 16 IN,OPRTG PRESS 7500 PSIG,MATL IPD,BST PRESS 5250 OSIG AT 200 DEG F,SEAT ANGL 90 DEG			EA			4		1193.115	4772.46		
Deepwater Warehouse	Fieldwood	57970.A		MR-1-O	SUB,MFR:NOV,PN:504082/005,TYP TOP SUB CASING PATCH,CASNG SZ 13-5/8 IN,OD 16-3/4 IN,CASNG WT 88.2,PRESS RTNG 15000 PSI,MATL GR 4340,CONN SZ HYD 523,CONN TYP BOX			EA			2		2094.13	4188.26		
Deepwater Warehouse	Fieldwood	58181.A		MW R10-1	SUB,MFR:LOGAN,PN:AT11009-15-000,TYP TOP SUB FOR CASING PATCH,CASNG SZ 14 IN,OD 17-3/8 IN,CASNG WT 113,MATL GR 4140,CONN SZ HYD 523,CONN TYP BOX	144040	MC 948 4 GUNFLINT D&E	EA			1		21838.95	21838.95		
Deepwater Warehouse	Fieldwood	58182.A		MW R11-FL		144040	MC 948 4 GUNFLINT D&E	EA			2		28727	57454		
Deepwater Warehouse	Fieldwood	58185.A		MW R8-3	GASKET,MFR:B.O.P. PRODUCTS,PN:SUBX18A3,TYP A - RING,NOM SZ 18-3/4 IN,PRESS RTNG 10K-15K PSI,MATL SS,STYL WP	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		3995	7990		
Deepwater Warehouse	Fieldwood	58419.A		BW-AREA 3	SLEEVE,MFR:TRENDESETTER ENG.,PN:A1004424,TYP BRIDGING,DIM ID 9-1/2 X LG 18-3/4 IN,MATL F22 80 KSI,PRESS RTNG 15000 PSI	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		372600	372600		
Deepwater Warehouse	Fieldwood	58423.A		MW-R15-FL	PROTECTOR,MFR:TRENDESETTER ENG.,PN:A1004325,TYP H4 DEBRIS CAB,DIM 27 IN,MATL N/A	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		8800	8800		
Deepwater Warehouse	Fieldwood	58424.A		MW R7-3	SLEEVE,MFR:TRENDESETTER ENG.,PN:A1004541,TYP BRIDGING,DIM N/A,MATL N/A,SPCL FEATRS SURFACE INSTALL TOOL,APPLI SLEEVE HANDLING	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		12700	12700		
Deepwater Warehouse	Fieldwood	58621.A		MR-1-O	MANDREL, ASSEMBLY,MFR:PETRO TECHNOLOGIES,PN:160M221,TYP WYE BLOCK,DIM SQ 1/2 X THK 3/8 IN,STD REV A			EA			0		3995.13	0		
Deepwater Warehouse	Fieldwood	59023.A		PUP JOINT RACK-FLOOR	PUP JOINT, CASING,NOM SZ 3-1/2 IN,WT 9.2 lb,MATL 13CR110,MATL GR N/A,PROCESS N/A,TOP CONN TYP VAM FIL,BOT CONN TYP VAM FIL,LG 2 ft			EA			1		917.5	917.5		
Deepwater Warehouse	Fieldwood	59027.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING,NOM SZ 3-1/2 IN,WT 9.2 lb,MATL 13CR110,MATL GR N/A,PROCESS N/A,TOP CONN TYP VAM FIL,BOT CONN TYP VAM FIL,LG 10 ft			EA			1		2469.73	2469.73		
Deepwater Warehouse	Fieldwood	59028.A		PUP JOINT RACK-TIER 2	PUP JOINT, CASING,NOM SZ 3.5 IN,WT 9.3 lb/ft,MATL N/A,MATL GR 13CR110,PROCESS N/A,TOP CONN TYP BTS-8 S/C,BOT CONN TYP BTS-8 S/C,LG 6 ft			EA			2		1662.95	3325.9		
Deepwater Warehouse	Fieldwood	59033.A		PUP JOINT RACK-TIER 2	COUPLING, FLOW,NOM SZ 3.5 IN,WT 9.3 lb/ft,MATL GR 13CR110,CONN TYP BTS-8 S/C,CONN SZ 3.5 IN,LG 6 ft,MATL N/A,MATL SPEC HYPER 13CR110			EA			1		1848.94	1848.94		
Deepwater Warehouse	Fieldwood	59035.A		PUP JOINT RACK-TIER 1	COUPLING, FLOW,NOM SZ 3.5 IN,WT 9.3 lb/ft,MATL GR 13CR95,CONN TYP BTS-8 S/C,CONN SZ 3.5 IN,LG 6 ft,MATL N/A,MATL SPEC 13CR95	142981	MC 782 2 DANTZLER COMPLETION	EA			2		2571	5142		
Deepwater Warehouse	Fieldwood	59036.A		DWW-YARD	TUBING,JD 3 IN,OD 3.5 IN,MATL 13CR95,LG 94 ft,TYP PRODUCTION FLANGE,MFR:OIL STATES,PN:PD17360,DIM 7-1/2 IN,CONN STR RTI	142981	MC 782 2 DANTZLER COMPLETION	FT			94		36.5	3431		
Deepwater Warehouse	Fieldwood	59113.A		DWW-YARD-C-VAN 429796	SWIVEL,OPRTG PRESS 10000 PSI,MFR:DWG-WELDMENT DRAWING OIL STATES, MFR:OIL STATES,QUOTE-BBD-55-SSF-EQT-DWG-0015	141585	MC 698 BIG BEND LONG LEADS	EA			2		19460	38920		
Deepwater Warehouse	Fieldwood	59115.A		DWW-YARD	COLLAR,MFR:OIL STATES,PN:PD17190,TYP ANTI-ROTATION	141585	MC 698 BIG BEND LONG LEADS	EA			2		68411	136822		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	59341.A		BW-R5-1	SOCKET, SOCKET WRENCH SET;MFR:OIL STATES;PN:RW12340C;TYP T-HANDLE W/ SOCKET;MATL STEEL;SPLC FEATRS FABRICATED - SOCKET W/ 1.625 IN SLOT;MFR DWG:HANDLE SOCKET OIL STATES;MFR:OIL STATES;QUOTE:SP1K-23-279	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		4500.98	4500.98		
Deepwater Warehouse	Fieldwood	59467.A		MR-3-E	GASKET, RING JOINT;MFR:CAMERON;PN:2274164-01;CROSS SEC SHAPE SPHERICAL;MATL 316 SS;MATL GR STAINLESS STEEL;NOM SZ 6 IN;SURF FNISH SILVER PLATED	142679	MC 782 DANTZLER DEVELOPMENT	EA			6		2710.75	16264.5		
Deepwater Warehouse	Fieldwood	59467.B		N/A	GASKET, RING JOINT;MFR:CAMERON;PN:2274164-01;CROSS SEC SHAPE SPHERICAL;MATL 316 SS;MATL GR STAINLESS STEEL;NOM SZ 6 IN;SURF FNISH SILVER PLATED	AFE FW580018	KATMAI/ORLOV/GE NOVEVA	EA			0		0	0		
Deepwater Warehouse	Fieldwood	59545.A		BW-AREA 3	ASSEMBLY;TYP RUPTURE DISC;SZ 22 IN IN;MATL WELDED STEEL;MATL GR X-80;COMPRISING RUPTURE DISC SUB 22 X 1.250 IN 277H, H900M/MT PIN X H900M/NT W/2 PORTS 180 DEG APART, RATED 5500 PSIG AT 150 DEG F W/2000 PSIG MIN BACK PRESSURE(8 FT)	144040	MC 948 4 GUNFLINT D&E	EA			1		87750.24	87750.24		
Deepwater Warehouse	Fieldwood	59576.A		DWW YARD C-VAN HLXU 616220-6	CAP;MFR:CAMERON;PN:2181509-06;TYP FLOWLINE HUB;SZ 8 IN;CONN TYP AUTOCLAVE PORT 9/16 IN;COMPRISING PLUG; SEAL ID 6.392 IN; (2) O RINGS;SPLC FEATRS PRESSURE 15000 PSI	123828	MC 519 1 LONG LEAD ITEMS	EA			1		88354.9	88354.9		
Deepwater Warehouse	Fieldwood	59578.A		MR-4-E	PLUG;MFR:CAMERON;PN:0303-43 REV A;TYP LOOPED	127682	VK 917 1 S72 DRILL	EA			1		1500	1500		
Deepwater Warehouse	Fieldwood	59637.A		MW-R8-2	SUB;MFR:WORKSTRUNG;PN:CTM57 PIN	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			2		7200	14400		
Deepwater Warehouse	Fieldwood	59637.A		DWW-YARD-C-VAN 402189 0	SUB;MFR:WORKSTRUNG;PN:CTM57 PIN	142981	MC 782 2 DANTZLER COMPLETION	EA			1		7833	7833		
Deepwater Warehouse	Fieldwood	59656.A		OS-GENERAL	SENSOR;MFR:RSI GLOBAL;PN:RSI / TREE SENSOR TEST SET;DIM SQ 21 X HT 22 IN;CABL LG 20 FT;SPLC FEATRS ELECTRICAL SCHEMATIC INCLUDED; 334A LOOP CALIBRATOR W/CIRCULAR CONNECTOR INSTALLED;MFR:RSI GLOBAL;QUOTE:NP0615770	203563	Rio Grande Spares	EA			1		5953	5953		
Deepwater Warehouse	Fieldwood	59726.A		MW-AREA 4	FRAME;MFR:CAMERON;PN:222652-26 REV 02;TYP SCM SHIPPING	123828	MC 519 1 LONG LEAD ITEMS	EA			0		5595	0		
Deepwater Warehouse	Fieldwood	59727.A		DWW-YARD	STAND;MFR:CAMERON;PN:223997-70;TYP SCM TEST	123828	MC 519 1 LONG LEAD ITEMS	EA			0		1500	0		
Deepwater Warehouse	Fieldwood	59733.A		MW-R11-1	VALVE, FLUSH;MFR:SKOFLO;PN:SSVGEZF515000A	AFE FW193006	GENOVESA	EA			1		31980	31980		
Deepwater Warehouse	Fieldwood	59737.A		MR-1-E	HOT STAB, ROV;MFR:OCEANEERING;PKA05320-M;TYP DUAL PORT, PRESS RTNG 10000 PSI			EA			1		1218.27	1218.27		
Deepwater Warehouse	Fieldwood	59738.B		MW-AREA 2	LONG TERM COVER ASSEMBLY, J-PLATE, 8 LINES. MFR: AKER SOLUTIONS, PN: 10057795			EA			1		0	0		
Deepwater Warehouse	Fieldwood	59741.A		BW-AREA 3	MODULE, COMMUNICATION;MFR:CAMERON;PN:223262-46;TYP SCM DUMMY TEST POD	123828	MC 519 1 LONG LEAD ITEMS	EA			0		75000	0		
Deepwater Warehouse	Fieldwood	59859.A		MW-R8-3	PACKER;MFR:HALLIBURTON;PN:212009599-ZHAA	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		111545.6	111545.6		
Deepwater Warehouse	Fieldwood	60575.A		DWW-YARD	SCREEN;MFR:SUPERIOR ENERGY SERVICES;PN:DF-450-250H-151FE-R2;TYP DYNAFLO DB;WT 15.1 LG 30 FT;MATL 13CR-110;SPLC FEATRS 200M SPEC 316L	127684	VK 917 1 S72 COMPLETE	EA			3		22790	68370		
Deepwater Warehouse	Fieldwood	60576.A		DWW-YARD	SCREEN;MFR:SUPERIOR ENERGY SERVICES;PN:DF-450-250H-151FE-R3;TYP DYNAFLO DB;WT 15.1 LG 40 FT;CL SLHT;MATL 13CR-110;SPLC FEATRS 200M SPEC 316L	127684	VK 917 1 S72 COMPLETE	EA			1		22720	22720		
Deepwater Warehouse	Fieldwood	61117.A		MR-GENERAL	MODULE;MFR:AKER;PN:BB15-000726-60;TYP DUAL BRIDGE-0/P 5M;APPLI COMPUTER;BRAND:CONTROLNET;BRAND:UNKNOWN	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		6532.65	0		
Deepwater Warehouse	Fieldwood	61118.A		MR-GENERAL	POWER SUPPLY;MFR:AKER;PN:BB15-000782-48;PN:1756-PA72;I/P VOLT 85-265 VAC;POWER RTG 25 W;DIM 140 X 112 X 145 mm;APPLI COMPUTER;STD CSA, UL;BRAND:CONTROLLOGIX;BRAND:UNKNOWN	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		3110.78	0		
Deepwater Warehouse	Fieldwood	61120.A		MR-GENERAL	MODULE;MFR:AKER;PN:BB15-000782-50;PN:1756-IB32.32 POINT INPUT/OUTPUT;VOLT 10-31 V;COMPUTER;STD CSA, UL	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		1399.85	0		
Deepwater Warehouse	Fieldwood	61121.A		MR-GENERAL	MODULE;MFR:AKER;PN:BB15-000782-51;PN:1756-OB32;TYP 32 POINT INPUT/OUTPUT;VOLT 10-31 V;APPLI COMPUTER;STD CSA, UL	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		2022.01	0		
Deepwater Warehouse	Fieldwood	61122.A		MR-GENERAL	MODULE;MFR:AKER;PN:BB15-000782-52;PN:1756-IF8;TYP 8-CHANNEL ANALOG INPUT;VOLT 0-10 V;APPLI COMPUTER	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		3421.86	0		
Deepwater Warehouse	Fieldwood	61123.A		MR-GENERAL	PANEL, CONTROL;MFR:AKER;PN:10190723;TYP ONLINE CONTROL AND CONNECTION, MCS	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		20220.1	0		
Deepwater Warehouse	Fieldwood	61124.A		MR-GENERAL	SWITCH, NETWORK;MFR:AKER;PN:10160966;MFR:CISCO;PN:IE 3010;TYP ETHERNET;DIM WD 17.5 X HT 1.8 X DP 14 IN;LAYER 3, 1XAC PSU	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		12443.14	0		
Deepwater Warehouse	Fieldwood	61125.A		MR-GENERAL	SERVER, AUTOMATIC DATA PROCESSING;MFR:AKER;PN:10074121;TYP PORT;DIM WD 6.60 X LG 16.80 X DP 1.60 IN;PWR SUPPLY 100-250 VAC, 50/60 HZ;STD CSA, UL;MIN DIGI TS16 MEI	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		6221.57	0		
Deepwater Warehouse	Fieldwood	61137.A		MR-5-C	MODULE;MFR:AKER;PN:BB14-060480-12;TYP ICON TOPSIDE EXTENDED	203563	Rio Grande Spares	EA			0		3910	0		
Deepwater Warehouse	Fieldwood	61143.A		MR-GENERAL	RACK, ELECTRONIC;MFR:AKER;PN:10187605;VOLT 120/208/240 V;WATT 600-1200 VA / 2.5 KVA	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		55510.21	0		
Deepwater Warehouse	Fieldwood	61144.A		MR-GENERAL	RACK, ELECTRONIC;MFR:AKER;PN:10236194;VOLT 120/208/240 V;WATT 300-600 VA / 2.5 KVA	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		52671.54	0		
Deepwater Warehouse	Fieldwood	61145.A		MR-5-B	UNIT;MFR:AKER;PN:10246629;TYP AUXILIARY CONNECTION	203563	Rio Grande Spares	EA			0		20527.53	0		
Deepwater Warehouse	Fieldwood	61148.A		MR-5-C	FILTER;MFR:AKER;PN:10254893;MFR: RITTAL;TYP OUTLET;WD 323 mm;LG 323 mm;SPLC FEATRS COLOR: RAL 7035	203563	Rio Grande Spares	EA			0		1955	0		
Deepwater Warehouse	Fieldwood	61149.A		MR-GENERAL	KEYBOARD;MFR:AKER;PN:10186368;APPLI MONITOR	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		4666.17	0		
Deepwater Warehouse	Fieldwood	61209.A		OS-R1-S3	KIT, VALVE REPAIR;MFR:CONGESTION;PN:413-438549CC;COMPRISING 17-4PH SS BALL AND SEAT CARRIERS, RTTE/ELGILOY STEM SEAL, LT IW VITON LIP SEALS AND O-RINGS;APPLI 430 SERIES BALL VALVE PEEK SEAT	139351	MC 698 BIG BEND EXECUTE AFE	EA			2		3710	7420		
Deepwater Warehouse	Fieldwood	61210.A		OS-R1-S2	VALVE, BALL;MFR:PRECISION TECH;PN:BV2-230KBF12MFR: ACECO;TYP COMPACT TRUNNION;CONN 1 SZ 2 IN;CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		2785.71	2785.71		
Deepwater Warehouse	Fieldwood	61211.A		OS-R1-S2/1 OF 2 OS-R1-F1/2 OF 2	VALVE, CHECK;MFR:PRECISION TECH;PN:CV-662KA12MFR: ACECO;TYP COMPACT SWING;VLV SZ 10 IN;CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		9642.85	9642.85		
Deepwater Warehouse	Fieldwood	61212.A		OS-R1-S2	VALVE, CHECK;MFR:PRECISION TECH;PN:CV-633KA12MFR: ACECO;TYP COMPACT SWING;VLV SZ 6 IN;CL 10K	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		2142.86	2142.86		
Deepwater Warehouse	Fieldwood	61213.A		OS-R1-S2	VALVE, CHECK;MFR:PRECISION TECH;PN:CV-630KA12MFR: ACECO;TYP COMPACT SWING;VLV SZ 2 IN;CL 10K	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		876.92	876.92		
Deepwater Warehouse	Fieldwood	61214.A		OS-R1-S2	VALVE, BALL;MFR:PRECISION TECH;PN:BV2-431KHA12MFR: ACECO;TYP COMPACT DOUBLE;CONN 1 SZ 2 IN;CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		5571.43	5571.43		
Deepwater Warehouse	Fieldwood	61215.A		OS-R1-S2	VALVE;MFR:PRECISION TECH;PN:BV7-830KTA12MFR: ACECO;TYP COMPACT THROTTLE;CONN 1 SZ 2 IN;CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		2442.86	2442.86		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	61216.A		OS-R1-S2	KIT, VALVE REPAIR;MFR:CORNERSTONE,PN:413-AA8814,COMPRISING PEEK SEAT, 17-4PH SS BALL AND SEAT CARRIERS, RTFE/ELGILOY STEM SEAL, TFE LIP SEALS AND FACE SEALS, FLUOROSILICONE O-RINGS,APPLI 430 SERIES BALL VALVE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		4249.9	4249.9		
Deepwater Warehouse	Fieldwood	61217.A		OS-R1-S2	KIT, VALVE REPAIR;MFR:CORNERSTONE,PN:413-AA8815,COMPRISING PEEK SEAT, 17-4PH SS THROTTLE BALL AND SEAT CARRIERS, RTFE/ELGILOY STEM SEAL, TFE LIP SEALS AND FACE SEALS, FLUOROSILICONE O-RINGS,APPLI 430 SERIES BALL VALVE	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		6100	6100		
Deepwater Warehouse	Fieldwood	61218.A		OS-R1-S2	KIT, VALVE REPAIR;MFR:CORNERSTONE,PN:413-4335449CC,COMPRISING PEEK SEAT, 17-4PH SS BALL AND SEAT CARRIERS, RTFE/ELGILOY STEM SEAL, LT JW VITON LIP SEALS AND O-RINGS,APPLI 433 SERIES BALL VALVE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		8025	8025		
Deepwater Warehouse	Fieldwood	61219.A		OS-R1-S2	KIT, VALVE REPAIR;MFR:CORNERSTONE,PN:414-454424C,COMPRISING 17-4PH SS SEAT, NITRONIC 60 DISC, 17-4PH SS SHAFT,APPLI 454 SERIES CHECK VALVE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		4700	4700		
Deepwater Warehouse	Fieldwood	61220.A		OS-R1-S2	KIT;MFR:CORNERSTONE,PN:SO020703.004,TYP COMPACT SOFT GOODS REPAIR,SZ 10 IN,COMPRISING 17-4 H1075 AND CF PEEK SEAT AND INSERTS, VITON/PTFE/GRAPHHOIL SEALS	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		18531.96	18531.96		
Deepwater Warehouse	Fieldwood	61221.A		OS-GENERAL	VALVE, BALL;MFR:PRECISION TECH,PN:BV2-262KBF12MFR: ACECO,TYP COMPACT TRUNNION,CONN 1 SZ 10 IN,CL 10K	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		15857.14	15857.14		
Deepwater Warehouse	Fieldwood	61222.A		OS-GENERAL	VALVE, BALL;MFR:PRECISION TECH,PN:BV2-261KBF12MFR: ACECO,TYP COMPACT TRUNNION,CONN 1 SZ 8 IN,CL 10K	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		9857.14	9857.14		
Deepwater Warehouse	Fieldwood	61223.A		OS-R1-S2	VALVE, BALL;MFR:PRECISION TECH,PN:BV2-235KBF12MFR: ACECO,TYP COMPACT TRUNNION,CONN 1 SZ 6 IN,CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		4585.71	4585.71		
Deepwater Warehouse	Fieldwood	61241.A		DWW-YARD	CASING, OCTG;NOM SZ 7 IN,WT 32.00 lb/ft,MATL GR 13CR110M,PROCESS NA,CONN TYP VAM TOP,LG R1,DRIFT DIA 6 IN			FT			20		43.135	862.7		
Deepwater Warehouse	Fieldwood	61366.A		DWW-YARD-C-VAN 401592.1	VALVE, RELIEF;MFR:NOV,PN:PSV-1030,VLV SZ 4 X 6 IN,CONN TYP RTJ X RF,PRESS RANGE CL 900 X CL 300,OPRTD PILOT,ORFC SZ 2.853 IN,STD API	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		40301.25	40301.25		
Deepwater Warehouse	Fieldwood	61981.A		DWW-YARD	PIPE;TYP LINE,NOM SZ NA,SCH NA,WALL THK 1.150 IN,MATL NA,MATL GR N05,PROCESS SEAMLESS,END CONN NALG 40 ft,COATG EXT BARE,STD API SL,NOM PIPE SZ 8.625 IN	141585	MC 698 BIG BEND LONG LEADS	FT			200		116.48	23296		
Deepwater Warehouse	Fieldwood	61988.A		MR-2-A	DISC, RUPTURE;MFR:FIKE,PN:A9311-6,TYP SPARE INTERNAL RUPTURE DISC,OPRTG PRESS RATED 5900 PSI,BST PRESS MINIMUM 4570 PSI,OP TEMP 150			EA			4		1565.455	6261.82		
Deepwater Warehouse	Fieldwood	61989.A		DWW-YARD	FRAME;MFR:ACQUICUS,PN:SCH-1100,DM 6 X 1.5 X 2 ft,MATL CARBON STEEL,SPCL FEATRS DIVE STAGE GUIDE WEIGHT, 700-875 LBS	141898	VK 826 Neptune Extension	EA			1		3500	3500		
Deepwater Warehouse	Fieldwood	61992.A		DWW-YARD	FRAME;MFR:GLOBAL DIVERS&MARINE,PN:61136,DIM 20 X 8 X 4 ft,MATL CARBON STEEL,SPCL FEATRS DIVING LARS SKID, 6000 LB SWL			EA			1		9366.51	5366.51		
Deepwater Warehouse	Fieldwood	61995.A		DWW-YARD	FRAME;MFR:GLOBAL DIVERS&MARINE,PN:TGS-03,DIM 9 X 2.6 FT X 6 IN,MATL CARBON STEEL,SPCL FEATRS WET BELL TUGGER SKID, 5000 LB SWL			EA			1		1013.94	1013.94		
Deepwater Warehouse	Fieldwood	62365.A		MW-R10-FL	VALVE, BALL;MFR:CORTEC,PN:BN114-1742001-30XC-0000-31LUBB,TYP ASSEMBLY, COMPACT TRUNNION,CONN 1 SZ 7-1/16 IN,CONN 2 SZ 6-3/8 IN,CL 10000 PSI,TRIM SS 17-4PH-TL,SFTGDS VITON (EDR),SPCL FEATRS BONNET, RETAINER (XYLAN COATED),STD BS,MN:6AV1	203563	Rio Grande Spares	EA			1		55680	55680		
Deepwater Warehouse	Fieldwood	62365.A		MW-R10-FL	VALVE, BALL;MFR:CORTEC,PN:BN114-1742001-30XC-0000-31LUBB,TYP ASSEMBLY, COMPACT TRUNNION,CONN 1 SZ 7-1/16 IN,CONN 2 SZ 6-3/8 IN,CL 10000 PSI,TRIM SS 17-4PH-TL,SFTGDS VITON (EDR),SPCL FEATRS BONNET, RETAINER (XYLAN COATED),STD BS,MN:6AV1	203563	Rio Grande Spares	EA			1		55680	55680		
Deepwater Warehouse	Fieldwood	62367.A		MW-R10-FL	VALVE, BALL;MFR:CORTEC,PN:BN114-160-6802-76XC-0000-32OCC,TYP ASSEMBLY,CONN 1 SZ 1-13/16 IN,CL 10000 PSI,BDY MATL DUPLEX SS,MATL GR F51,TRIM 17-4-TL/17-4-NIT,SFTGDS EDC 985,ACTR STYLION PLATED BONNET,STD BS,MN:6AV1	203563	Rio Grande Spares	EA			1		23425	23425		
Deepwater Warehouse	Fieldwood	62368.A		MW-R12-FL	VALVE, BALL;MFR:CORTEC,PN:BN182-1741901-30XC-0000-31PUBB,TYP ASSEMBLY, COMPACT TRUNNION,CONN 1 SZ 7-1/16 IN,CONN 2 SZ 6-3/8 IN,CL 10000 PSI,BDY MATL 4130AS,TRIM STEM: 17-4PH,BALL: 17-PH,PEEK,SFTGDS VITON EDR,STD BS, API	203563	Rio Grande Spares	EA			1		58325	58325		
Deepwater Warehouse	Fieldwood	62369.A		MW-R10-FL	SCREW, CAP;MFR:CORTEC,PN:BN575-F225200-07TC-1,HEAD FLAT,DIA 1-3/8 IN,THD UNC 8 TPL,LG 6-1/2 IN,MATL GR B7,SURF TRTMTN PTFE COATED PER SM.07,SPCL FEATRS REV A,APPLI VALVES ON LINES 1 AND 3	203563	Rio Grande Spares	EA			12		75	900		
Deepwater Warehouse	Fieldwood	62370.A		MW-R10-FL	SEAL,MFR:CORTEC,PN:BN580-1616700-6900-1,TYP CLOSED CELL FOAM EXTRA, WEATHER,STD VALVES ON LINES 1 AND 3,REF:EC SZ-16	203563	Rio Grande Spares	EA			6		14	84		
Deepwater Warehouse	Fieldwood	62371.A		MW-R10-FL	SCREW, CAP;MFR:CORTEC,PN:BN575-F142400-27TC-1,HEAD FLAT,DIA 7/8 IN,THD UNC 9 TPL,LG 3 IN,MATL GR B7,SURF TRTMTN PTFE COATED PER SM.27,SPCL FEATRS REV A,APPLI VALVE ON LINE 2	203563	Rio Grande Spares	EA			6		18	108		
Deepwater Warehouse	Fieldwood	62372.A		MW-R10-FL	SEAL,MFR:CORTEC,PN:BN580-6010373-6900-1,TYP CLOSED CELL FOAM EXTRA, WEATHER,APPLI VALVE ON LINE 2,REF:EC SZ-73	203563	Rio Grande Spares	EA			3		4	12		
Deepwater Warehouse	Fieldwood	62453.A		DWW-YARD-C-VAN 402189.0	BLADDER, ACCUMULATOR;MFR:PROSERV,PN:070716,VOL CPTY 5 gal,OPRTG PRESS 5000 PSI,SPEC 1-7/BUINF, BVI GAS	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		3570	0		
Deepwater Warehouse	Fieldwood	62453.A		DWW-YARD-C-VAN 402189.0	BLADDER, ACCUMULATOR;MFR:PROSERV,PN:070716,VOL CPTY 5 gal,OPRTG PRESS 5000 PSI,SPEC 1-7/BUINF, BVI GAS	141585	MC 698 BIG BEND LONG LEADS	EA			0		3570	0		
Deepwater Warehouse	Fieldwood	62535.A		DWW-YARD-C-VAN 401592.1	KIT;MFR:ACADIAN,PN:2INFA02MFR: MOMA,SZ 2 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			1		1895.19	1895.19		
Deepwater Warehouse	Fieldwood	62536.A		DWW-YARD-C-VAN 401592.1	KIT;MFR:ACADIAN,PN:4INEH432-KMFR: MOMA,SZ 4 IN,CL 900,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		2513.08	2513.08		
Deepwater Warehouse	Fieldwood	62537.A		DWW-YARD-C-VAN 401592.1	KIT;MFR:ACADIAN,PN:6INABF01MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		5303.95	5303.95		
Deepwater Warehouse	Fieldwood	62538.A		DWW-YARD-C-VAN 401592.1	KIT;MFR:ACADIAN,PN:6INEH432-KMFR: MOMA,SZ 6 IN,CL 900,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		4641.93	4641.93		
Deepwater Warehouse	Fieldwood	62539.A		DWW-YARD-C-VAN 401592.1	KIT;MFR:ACADIAN,PN:8INBA31MFR: MOMA,SZ 8 IN,CL 300,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			2		5303.95	10607.9		
Deepwater Warehouse	Fieldwood	62540.A		DWW-YARD-C-VAN 401592.1	KIT;MFR:ACADIAN,PN:8INEH432-KMFR: MOMA,SZ 8 IN,CL 900,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		4974.23	4974.23		
Deepwater Warehouse	Fieldwood	62541.A		DWW-YARD-C-VAN 401592.1	KIT;MFR:ACADIAN,PN:2INABF71MFR: MOMA,SZ 2 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		1233.18	1233.18		
Deepwater Warehouse	Fieldwood	62542.A		DWW-YARD-C-VAN 401592.1	KIT;MFR:ACADIAN,PN:6INAB71MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		5303.94	5303.94		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	62543.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:2INABF01MFR: MOMA,SZ 2 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATING BALL VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		737.32	737.32		
Deepwater Warehouse	Fieldwood	62544.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:6INAB01MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			1		3647.6	3647.6		
Deepwater Warehouse	Fieldwood	62545.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:2INBF12-LTMFR: MOMA,SZ 2 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION BALL VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		996.93	996.93		
Deepwater Warehouse	Fieldwood	62546.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:3INHF02MFR: MOMA,SZ 3 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			2		1043.66	2087.32		
Deepwater Warehouse	Fieldwood	62547.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:2INFMAD0MFR: MOMA,SZ 2 X 1/2 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI MONO-DBB COMMISSIONING	203563	Rio Grande Spares	EA			3		2390.19	7170.57		
Deepwater Warehouse	Fieldwood	62548.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:2INKMA16MFR: MOMA,SZ 2 X 1/2 IN,CL 1000 PSI,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI MONO-DBB COMMISSIONING	203563	Rio Grande Spares	EA			2		3063.465	6126.93		
Deepwater Warehouse	Fieldwood	62549.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:3INABF71-LTMFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATING BALL VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		1090.4	1090.4		
Deepwater Warehouse	Fieldwood	62550.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:3INBAG02MFR: MOMA,SZ 3 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION BALL VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		1233.18	1233.18		
Deepwater Warehouse	Fieldwood	62551.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:3INHA02MFR: MOMA,SZ 3 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		1043.66	1043.66		
Deepwater Warehouse	Fieldwood	62552.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:6INFA02MFR: MOMA,SZ 6 IN,CL 1500,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		5919.23	5919.23		
Deepwater Warehouse	Fieldwood	62553.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:8INAB01MFR: MOMA,SZ 8 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			2		4640.725	9281.45		
Deepwater Warehouse	Fieldwood	62554.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:3INFCW02MFR: IFC,SZ 3 IN,CL 150,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		202.7	202.7		
Deepwater Warehouse	Fieldwood	62555.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:6INACW01MFR: IFC,SZ 6 IN,CL 150,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		507.44	507.44		
Deepwater Warehouse	Fieldwood	62556.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:6INBCW31MFR: IFC,SZ 6 IN,CL 300,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		676.26	676.26		
Deepwater Warehouse	Fieldwood	62557.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:4INECW32MFR: IFC,SZ 4 IN,CL 900,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		313.38	313.38		
Deepwater Warehouse	Fieldwood	62558.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:6INECW32MFR: IFC,SZ 6 IN,CL 900,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		676.26	676.26		
Deepwater Warehouse	Fieldwood	62559.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:8INECW32MFR: IFC,SZ 8 IN,CL 900,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		1312.44	1312.44		
Deepwater Warehouse	Fieldwood	62560.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:6INACW71MFR: IFC,SZ 6 IN,CL 150,COMPRISING SPRING, HINGE PIN, STOP PIN, WASHER,APPLI DUAL PLATE CHECK VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		676.26	676.26		
Deepwater Warehouse	Fieldwood	62561.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:4INAFY83MFR: IFC,SZ 4 IN,CL 150,COMPRISING SEAT, PACKING, O-RING,APPLI CONCENTRIC BUTTERFLY VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		93.44	93.44		
Deepwater Warehouse	Fieldwood	62562.A		DWW-YARD-C-VAN 401592.1	KIT, VALVE REPAIR,MFR:ACADIAN,PIN:2INABAB3MFR: SHIPHAM,VLV SZ 2 IN,OPRTG PRESS CL 150,COMPRISING SLEEVE SEAL, SEATS, THRUST WASHER, GLAND PACKING,APPLI BALL VALVE	203563	Rio Grande Spares	EA			1		744.63	744.63		
Deepwater Warehouse	Fieldwood	62563.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:10INEBF02MFR: MOMA,SZ 10 IN,CL 900,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			2		7338.39	14676.78		
Deepwater Warehouse	Fieldwood	62564.A		DWW-YARD-C-VAN 401592.1	KIT, VALVE REPAIR,MFR:ACADIAN,PIN:6INAG01MFR: WEIR,VLV SZ 6 IN,OPRTG PRESS CL 150,COMPRISING BODY SPIRAL WOUND GASKET (SS316+GRAPHITE), PACKING IN GRAFOIL,APPLI GATE VALVE	203563	Rio Grande Spares	EA			1		213.38	213.38		
Deepwater Warehouse	Fieldwood	62565.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:6INBBA31MFR: MOMA,SZ 6 IN,CL 300,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION COMMISSIONING	203563	Rio Grande Spares	EA			2		3127.13	6254.26		
Deepwater Warehouse	Fieldwood	62566.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:2INBB01MFR: MOMA,SZ 2 IN,CL 300,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		1233.18	1233.18		
Deepwater Warehouse	Fieldwood	62567.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:3INABF71MFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			2		1328.42	2656.84		
Deepwater Warehouse	Fieldwood	62568.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:3INDHF31MFR: MOMA,SZ 3 IN,CL 600,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI TRUNNION-DBB COMMISSIONING	203563	Rio Grande Spares	EA			1		1090.4	1090.4		
Deepwater Warehouse	Fieldwood	62569.A		DWW-YARD-C-VAN 401592.1	KIT,MFR:ACADIAN,PIN:4INABF01MFR: MOMA,SZ 4 IN,CL 150,COMPRISING O-RING/LIP SEAL, GRAPHITE, SPRING AND FRITEX,APPLI FLOATER COMMISSIONING	203563	Rio Grande Spares	EA			1		2915.48	2915.48		
Deepwater Warehouse	Fieldwood	62585.A		DWW-YARD C-VAN 429796-0	CROSSOVER, SUB,MFR:WEATHERFORD,PIN:541005QH521PGA003,CASNG SZ 17-7/8 IN,WT 93.50 LB/LT,MATL GR P110,CONN TYP TENARISHYDRIL WEDGE 521,SPCL FEATRS (12) 465 BOWS 23.750 OD, EXTRA LENGTH ON PIN	203389	MC 339 SILVERGATE DRL	EA			2		19076	38152		
Deepwater Warehouse	Fieldwood	62613.A		PUP JOINT RACK-TIER 1	CROSSOVER, CASING,MFR:LENOIT,PIN:17026,TOP CONN SZ 4-1/2 IN,TOP CONN WT 12.60 LB/LT,TOP CONN TYP VAM TOP BOX,BOT CONN SZ 5-1/2 IN,BOT CONN WT 17 LB/LT,BOT CONN TYP VAM TOP PIN,MATL GR 13CR80,LG 3 ft			EA			1		2551.3	2551.3		
Deepwater Warehouse	Fieldwood	62614.A		PUP JOINT RACK-FLOOR	CROSSOVER, CASING,MFR:LENOIT,PIN:16135,TOP CONN SZ 4-1/2 IN,TOP CONN WT 15.50 LB/LT,TOP CONN TYP B75-6 PIN,BOT CONN SZ 6 IN,BOT CONN WT 30.90 LB/LT,BOT CONN TYP VAM TOP KP BOX,MATL GR HYPER 13CR110,PROCESS N/A,LG 2 ft			EA			1		2350.2	2350.2		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	62615.A		PUP JOINT RACK-FLOOR	CROSSOVER, CASING,MFR:BEHOIT,PIN:17664,TOP CONN SZ 5-1/2 IN,TOP CONN WT 23 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 12.60 lb/ft,BOT CONN TYP VAM TOP BOX,MATL GR 13CR95,PROCESS N/A,LG 14 IN			EA			1		2063.19	2063.19		
Deepwater Warehouse	Fieldwood	62650.B		DWW-YARD	CAP,MFR:VECTOR,PIN:PCA08066-1,TYP TEMPORARY PRESSURE	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		102509.25	102509.25		
Deepwater Warehouse	Fieldwood	62650.B		DWW-YARD C-VAN TROU 7275771	CAP,MFR:VECTOR,PIN:PCA08066-1,TYP TEMPORARY PRESSURE	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			5		102509.25	512546.25		
Deepwater Warehouse	Fieldwood	62650.B		DWW-YARD C-VAN TROU 7275771	CAP,MFR:VECTOR,PIN:PCA08066-1,TYP TEMPORARY PRESSURE	141585	MC 698 BIG BEND LONG LEADS	EA			1		102509.25	102509.25		
Deepwater Warehouse	Fieldwood	62652.A		PUP JOINT RACK-FLOOR	CROSSOVER, TUBING,MFR:BEHOIT,PIN:15939,TOP CONN SZ 3-1/2 IN,WT 9.30 lb/ft,TOP CONN TYP BTS-8 BOX,BOT CONN SZ 3-1/2 IN,BOT CONN WT 9.20 lb/ft,BOT CONN TYP VAM FIL,PIN,MATL GR HYPER 13CR110,LG 14 IN			EA			4		620.2875	2481.15		
Deepwater Warehouse	Fieldwood	62653.A		PUP JOINT RACK-FLOOR	CROSSOVER, CASING,MFR:BEHOIT,PIN:16301,TOP CONN SZ 5-1/2 IN,TOP CONN WT 23 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 15.50 lb/ft,BOT CONN TYP BTS-6 PIN,MATL GR 13CR95,LG 2 ft			EA			1		1276.7	1276.7		
Deepwater Warehouse	Fieldwood	62757.A		PUP JOINT RACK-TIER 2	CROSSOVER, CASING,MFR:BEHOIT,PIN:17374,TOP CONN SZ 5-1/2 IN,TOP CONN WT 23 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 6 IN,BOT CONN WT 30.90 lb/ft,BOT CONN TYP VAM TOP KP PIN,MATL GR 13CR95,LG 4 ft			EA			1		3709.37	3709.37		
Deepwater Warehouse	Fieldwood	62758.A		PUP JOINT RACK-FLOOR	CROSSOVER, CASING,MFR:BEHOIT,PIN:7441,TOP CONN SZ 5-1/2 IN,TOP CONN WT 29.70 lb/ft,TOP CONN TYP VAM ACE PIN,BOT CONN SZ 4-1/2 IN,BOT CONN WT 12.25 lb/ft,BOT CONN TYP BTS-8 PIN,MATL GR 13CR95,LG 2 ft			EA			1		1494.07	1494.07		
Deepwater Warehouse	Fieldwood	62834.A		PUP JOINT RACK-TIER 5	CASING, OCTG,MFR:BEHOIT,PIN:16551,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR110,CONN TYP BTS-6 LOWER BCSD FLO TOOL,LG 14 ft			FT			14		404.3557142	5660.979999		
Deepwater Warehouse	Fieldwood	62835.A		PUP JOINT RACK-TIER 4	CASING, OCTG,MFR:BEHOIT,PIN:17250,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR95,CONN TYP BTS-6 PIN (BLANK) BCSD FLO TOOL,LG 12 FT 4-1/2 IN,SPCL FEATRS PUP JOINT (LENGTH: 12 FT)			FT			12		525.1099999	6301.319999		
Deepwater Warehouse	Fieldwood	62836.A		PUP JOINT RACK-TIER 2	CASING, OCTG,MFR:BEHOIT,PIN:17251,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR95,CONN TYP BTS-6 PIN (BLANK) BCSD UPPER FLO TOOL,LG 6 FT 4-1/2 IN,SPCL FEATRS PUP JOINT (LENGTH: 6 FT)			FT			6		398.5583333	2391.35		
Deepwater Warehouse	Fieldwood	62900.A		PUP JOINT RACK-TIER 1	PUP JOINT, CASING,MFR:BEHOIT,PIN:18079,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR95,TOP CONN TYP BTS-6,BOT CONN TYP BTS-6,LG 6 ft,SPCL FEATRS WITH SQUARE SHOULDER			EA			1		2548.51	2548.51		
Deepwater Warehouse	Fieldwood	62902.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING,MFR:BEHOIT,PIN:17539,NOM SZ 5-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR95,TOP CONN TYP VAM FIL,BOT CONN TYP VAM FIL,LG 8 ft			EA			2		1758.08	3516.16		
Deepwater Warehouse	Fieldwood	62922.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING,MFR:BEHOIT,PIN:17024,NOM SZ 5-1/2 IN,WT 20 lb/ft,MATL GR 13CR80,TOP CONN TYP VAM TOP T & C,BOT CONN TYP VAM TOP T & C,LG 8 ft			EA			1		1400.08	1400.08		
Deepwater Warehouse	Fieldwood	62923.A		PUP JOINT RACK-TIER 2	PUP JOINT, CASING,MFR:BEHOIT,PIN:17023,NOM SZ 5-1/2 IN,WT 20 lb/ft,MATL GR 13CR80,TOP CONN TYP VAM TOP T & C,BOT CONN TYP VAM TOP T & C,LG 4 ft			EA			2		1109.975	2219.95		
Deepwater Warehouse	Fieldwood	62924.A		PUP JOINT RACK-TIER 2	PUP JOINT, CASING,MFR:BEHOIT,PIN:17376,NOM SZ 6 IN,WT 30.90 lb/ft,MATL GR HYPER 13CR110,TOP CONN TYP VAM TOP KP PIN,BOT CONN TYP VAM TOP KP PIN,LG 6 ft			EA			1		3446.315	3446.315		
Deepwater Warehouse	Fieldwood	62924.A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING,MFR:BEHOIT,PIN:17376,NOM SZ 6 IN,WT 30.90 lb/ft,MATL GR HYPER 13CR110,TOP CONN TYP VAM TOP KP PIN,BOT CONN TYP VAM TOP KP PIN,LG 6 ft			EA			1		3446.315	3446.315		
Deepwater Warehouse	Fieldwood	62925.A		CR TIER 2	MANDREL, ASSEMBLY,MFR:BEHOIT,PIN:15524,TYP GAUGE,DIM LG 20 ft,SPCL FEATRS SIZE: 3-1/2 IN,WEIGHT: 9.30 LB/FT, MATERIAL GRADE: 13CR85, (8 FT PUP JOINT ON TOP AND 6 FT PUP JOINT ON BOTTOM)			EA			1		2693	2693		
Deepwater Warehouse	Fieldwood	62954.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING,MFR:BEHOIT,PIN:16302,NOM SZ 6 IN,WT 30.90 lb/ft,MATL GR HYPER 13CR110,TOP CONN TYP VAM TOP KP T & C,BOT CONN TYP VAM TOP KP T & C,LG 10 ft			EA			1		4546.85	4546.85		
Deepwater Warehouse	Fieldwood	62967.A		PUP JOINT RACK-TIER 4	CASING, OCTG,MFR:BEHOIT,PIN:16550,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR110,CONN TYP BTS-6 S/C UPPER BCSD FLO TOOL,LG 14 ft			FT			14		263.7721428	3692.81		
Deepwater Warehouse	Fieldwood	62968.A		PUP JOINT RACK-TIER 5	CASING, OCTG,MFR:BEHOIT,PIN:14884,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR HYPER 13CR110,CONN TYP BTS-6 S/C UPPER BCSD FLO TOOL,LG 14 ft			FT			14		407.8099999	5709.339999		
Deepwater Warehouse	Fieldwood	62976.A		PUP JOINT RACK-TIER 3	PUP JOINT, TUBING,MFR:BEHOIT,PIN:13912,NOM SZ 3-1/2 IN,WT 9.30 lb/ft,MATL GR 13CR95,TOP CONN TYP BTS-8,BOT CONN TYP BTS-8,LG 8 ft			EA			1		945.66	945.66		
Deepwater Warehouse	Fieldwood	62992.A		PUP JOINT RACK-TIER 5	PUP JOINT, CASING,MFR:BEHOIT,PIN:15051,NOM SZ 4-1/2 IN,WT 15.50 lb/ft,MATL GR 13CR110,TOP CONN TYP BTS-6 S/C SQUARE SHOULDER,BOT CONN TYP BTS-6 S/C SQUARE SHOULDER,LG 10 ft			EA			1		2692.19	2692.19		
Deepwater Warehouse	Fieldwood	63035.A		PUP JOINT RACK-FLOOR	PUP JOINT, CASING,MFR:BEHOIT,PIN:16136,NOM SZ 6 IN,WT 30.90 lb/ft,MATL GR HYPER 13CR110,TOP CONN TYP VAM TOP KP BOX,BOT CONN TYP VAM TOP KP BOX,LG 14 IN			EA			2		2032.995	4065.99		
Deepwater Warehouse	Fieldwood	63047.A		PUP JOINT RACK-TIER 1	CROSSOVER, CASING,MFR:BEHOIT,PIN:16299,TYP FLOW COUPLING,TOP CONN SZ 4-1/2 IN,TOP CONN WT 15.50 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 15.10 lb/ft,BOT CONN TYP VAM TOP BOX,MATL GR 13CR95,LG 4 ft			EA			1		610.93	610.93		
Deepwater Warehouse	Fieldwood	63049.A		PUP JOINT RACK-TIER 3	CROSSOVER, CASING,MFR:BEHOIT,PIN:18084,TYP FLOW COUPLING,TOP CONN SZ 4-1/2 IN,TOP CONN WT 15.50 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 13.50 lb/ft,BOT CONN TYP BTS-8 PIN,MATL GR HYPER 13CR110,LG 8 ft			EA			2		4413.74	8827.48		
Deepwater Warehouse	Fieldwood	63050.A		PUP JOINT RACK-TIER 3	CROSSOVER, CASING,MFR:BEHOIT,PIN:18086,TYP FLOW COUPLING,TOP CONN SZ 4-1/2 IN,TOP CONN WT 15.50 lb/ft,TOP CONN TYP BTS-6 BOX,BOT CONN SZ 4-1/2 IN,BOT CONN WT 13.50 lb/ft,BOT CONN TYP BTS-8 PIN,MATL GR HYPER 13CR110,LG 8 ft			EA			1		4281.65	4281.65		
Deepwater Warehouse	Fieldwood	63277.A		PUP JOINT RACK-FLOOR	CASING, OCTG,MFR:BEHOIT,PIN:18578,TYP LIFT NUBBIN,NOM SZ 5-1/2 IN,WT 23.0 lb/ft,MATL GR P-110,CONN TYP BTS-6 BOX,LG 12 IN			FT			1		523.38	523.38		
Deepwater Warehouse	Fieldwood	63281.A		PR-R1-3	CABLE ASSEMBLY,MFR:AKER,PIN:10235944,TYP NULL-MODEM,LG 25 ft,SPEC CONNECTOR TYPE: FEMALE D89	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		54.75	0		
Deepwater Warehouse	Fieldwood	63282.A		PR-R1-3	CABLE ASSEMBLY,MFR:AKER,PIN:10241290,SPEC 4W ROV RCP - 12W CANNON PLUG	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		6894.72	0		
Deepwater Warehouse	Fieldwood	63283.A		PR-R1-3	CABLE ASSEMBLY,MFR:AKER,PIN:10241291,SPEC 6W ROV PLUG - 8W CANNON RCP	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		6809.04	0		
Deepwater Warehouse	Fieldwood	63284.A		PR-R1-3	CABLE ASSEMBLY,MFR:AKER,PIN:10222348,LG 10 ft,SPEC CONNECTOR TYPE: D89 M-M	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		70.83	0		
Deepwater Warehouse	Fieldwood	63285.A		PR-R1-3	CABLE ASSEMBLY,MFR:AKER,PIN:BB15-000710-43,TYP EXTENSION,SPEC CONNECTOR TYPE: MALE D89	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		97.5	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	63285.A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY:MFR:AKER,PN:BB15-000710-43,TYP EXTENSION,SPEC CONNECTOR TYPE: MALE DB9	203563	Rio Grande Spares	EA			0		48.75	0		
Deepwater Warehouse	Fieldwood	63286.A		PR-R1-3	CONVERTER,MFR:AKER,PN:BB15-000465-02,TYP INTERFACE,WATT 600,SPEC CONNECTOR TYPE: DB9 FEMALE,MN:RS232/RS485	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		428.5	0		
Deepwater Warehouse	Fieldwood	63287.A		PR-R1-3	CABLE ASSEMBLY:MFR:AKER,PN:10222024,SPEC 8WAY CANNON PLUG-CANNON RCPT	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		4260	0		
Deepwater Warehouse	Fieldwood	63288.A		PR-R1-3	CABLE ASSEMBLY:MFR:AKER,PN:10240031,LG 25 FT,SPEC 12W CANNON PLUG-12W CANNON RCPT	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		4292.5	0		
Deepwater Warehouse	Fieldwood	63289.A		PR-R1-3	CABLE ASSEMBLY:MFR:AKER,PN:10241279,SPEC 8W ROV RCPT - 12W CANNON PLUG	139351	MC 698 BIG BEND EXECUTE AFE	EA			0		7956.48	0		
Deepwater Warehouse	Fieldwood	63290.A		PR-R1-3	CABLE ASSEMBLY:MFR:AKER,PN:10222161,SPEC 4 WAY ROV PLUG-CANNON RCPT	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		8165.08	0		
Deepwater Warehouse	Fieldwood	63291.A		PR-R1-3	CABLE ASSEMBLY:MFR:AKER,PN:10241616,LG 6 FT,SPEC 8W CANNON 5 TO 12W CANNON PLUG	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		2547.5	0		
Deepwater Warehouse	Fieldwood	63349.A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING,MFR:ENOIT,PN:15053,NOM SZ 4-1/2 IN,WT 15.50 LB/FT,MATL GR 13CR110,TOP CONN TYP B7S-6 S/C LOWER COMBO,BOT CONN TYP B7S-6 S/C LOWER COMBO,LG 12 FT,SPL FEATRS W/SQUARE SHOULDER			EA			1		3754.88	3754.88		
Deepwater Warehouse	Fieldwood	63373.A		PUP JOINT RACK-FLOOR	NIPPLE, LANDING,MFR:ENOIT,PN:13914,TUBE OD 3-1/2 IN,CONN SZ 2-3/4 IN,CONN TYP B7S-8,MATL GR 13CR110,WT 9.30 LB/FT,BRAND:BRAND-BCS			EA			1		3480.12	3480.12		
Deepwater Warehouse	Fieldwood	63374.A		PUP JOINT RACK-FLOOR	NIPPLE, LANDING,MFR:ENOIT,PN:13913,TUBE OD 3-1/2 IN,CONN SZ 2-3/4 IN,CONN TYP B7S-8,MATL GR 13CR85,WT 9.30 LB/FT,BRAND:BRAND-BCS			EA			1		3012.9	3012.9		
Deepwater Warehouse	Fieldwood	63552.A		MW-R17-3	VALVE, CONTROL,MFR:FISHER,PN:LV-11708,TYP GLOBE,VLV SZ 1 IN,CONN TYP FLANGED RF,CL 150,BODY MATL CS ASME SA352 GR LCC,SPLC FEATRS BOLTED BONNET, MATERIAL: FMS20B101 (NACE MR0103-MR0175/ISO 15156), LCC PER FMS20B75 GROUP 1M (NACE MR0175-2002)	203563	Rio Grande Spares	EA			0		5760	0		
Deepwater Warehouse	Fieldwood	63553.A		MW-R17-3	VALVE, CONTROL,MFR:FISHER,PN:LV-11708,TYP GLOBE,VLV SZ 1 IN,CONN TYP FLANGED RF,CL 150,BODY MATL CS ASME SA352 GR LCC,SPLC FEATRS BOLTED BONNET, MATERIAL: FMS20B101 (NACE MR0103-MR0175/ISO 15156), PATTERN KHA-LCC FMS20B101,MN:D4	203563	Rio Grande Spares	EA			0		6250	0		
Deepwater Warehouse	Fieldwood	63554.A		MW-R17-3	VALVE, CONTROL,MFR:FISHER,PN:LV-12100,TYP GLOBE,VLV SZ 1 IN,CONN TYP FLANGED RTJ,CL 1500,BODY MATL STEEL GR LCC,TRIM S17400 SS H1150, STEM: S20910 SS W S17400 SS DBL H1150 PLUG,SPLC FEATRS STANDARD BONNET, MATERIAL: FMS20B101,MN:D4 DVC6200	203563	Rio Grande Spares	EA			0		6537	0		
Deepwater Warehouse	Fieldwood	65073.A		DWW-YARD C-VAN 609785	CENTRALIZER, SUB:MFR:BLACKHAWK,PN:Q101457-QP0003,CASNG SZ 7.750 IN,WT 46.10 LB/FT,MATL GR API Q125,CONN TYP TSH 523,SPLC FEATRS W/ (8) BOW SPRING, 12.875 IN OVER BOW, MINIMUM YIELD STRENGTH: 135000 PSI,MN-R3600, B5T-25	203389	MC 339 SILVERGATE DRL	EA			0		6727	0		
Deepwater Warehouse	Fieldwood	65073.A		DWW-YARD C-VAN MOTU 045 9057 45G1	CENTRALIZER, SUB:MFR:BLACKHAWK,PN:Q101457-QP0003,CASNG SZ 7.750 IN,WT 46.10 LB/FT,MATL GR API Q125,CONN TYP TSH 523,SPLC FEATRS W/ (8) BOW SPRING, 12.875 IN OVER BOW, MINIMUM YIELD STRENGTH: 135000 PSI,MN-R3600, B5T-25	201560	GC 40 02 Katmal 2	EA			11		6263.33	68896.63		
Deepwater Warehouse	Fieldwood	65110.A		DWW-YARD-C-VAN HICU 133919 9	VALVE, BALL,MFR:GALPERT,PN:6'EHA32-K,TYP DOUBLE BLOCK AND BLEED,OPRTD GEAR WITH LOCKING DEVICE,CONN 1 SZ 6 IN,CONN 1 TYP FNPT,CONN 2 TYP FLANGED RTJ,CL 900,BODY MATL SS,MATL GR F51,FACE TO FACE LG 36 IN,TEMP RANGE -50 TO 300 DEG F,BRAND:	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		17501	17501		
Deepwater Warehouse	Fieldwood	65111.A		DWW-YARD-C-VAN HICU 133919 9	VALVE, BALL,MFR:GALPERT,PN:6'EHA32-K,TYP DOUBLE BLOCK AND BLEED,OPRTD GEAR WITH LOCKING DEVICE,CONN 1 SZ 8 IN,CONN 1 TYP FNPT,CONN 2 TYP FLANGED RTJ,CL 900,BODY MATL SS,MATL GR F51,FACE TO FACE LG 45.3 IN,TEMP RANGE -50 TO 300 DEG F,BRAND:	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		29829	29829		
Deepwater Warehouse	Fieldwood	65122.A		DWW-YARD C-VAN HICU-1481372	CENTRALIZER, SUB:MFR:WEATHERFORD,PN:S49WMLQH523Q12A002 2497737,CASNG SZ 11-7/8 IN,WT 71.8 LB/FT,OD 15.62 IN,MATL GR Q-125,CONN TYP TENARISHYDRIL 523,SPLC FEATRS WITH GUIDE SHOE	201560	GC 40 02 Katmal 2	EA			2		10695	21390		
Deepwater Warehouse	Fieldwood	65125.A		DWW-YARD C-VAN 402189-0	CENTRALIZER, SUB:MFR:WEATHERFORD,PN:S49WMLQH523Q12A002 2497730,CASNG SZ 9-7/8 IN,WT 62.8 LB/FT,OD 13-1/2 IN,MATL GR Q-125,CONN TYP TENARISHYDRIL 523,SPLC FEATRS WITH GUIDE SHOE	203389	MC 339 SILVERGATE DRL	EA			1		8527	8527		
Deepwater Warehouse	Fieldwood	65126.A		DWW-YARD C-VAN 402189-0	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L4S4N1QH523Q12A001 2497481,CASNG OD 9-7/8 IN,CASNG WT 62.8 LB/FT,MATL GR Q125,CONN TYP TENARISHYDRIL 523	203389	MC 339 SILVERGATE DRL	EA			1		16343	16343		
Deepwater Warehouse	Fieldwood	65127.A		DWW-YARD C-VAN 402189-0	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L4S4X1QH523Q12A002 2497478,CASNG OD 9-7/8 IN,CASNG WT 62.8 LB/FT,MATL GR Q125,CONN TYP TENARISHYDRIL 523	203389	MC 339 SILVERGATE DRL	EA			1		16952	16952		
Deepwater Warehouse	Fieldwood	65129.A		CR TIER 1	PUP JOINT, CASING,MFR:ENOIT,PN:15048,NOM SZ 4-1/2 IN,WT 15.50 LB/FT,MATL GR 13CR110,TOP CONN TYP B7S-6,BOT CONN TYP B7S-6,LG 12 FT,SPLC FEATRS WITH SQUARE SHOULDER			EA			4		3175.7425	12702.97		
Deepwater Warehouse	Fieldwood	65140.A		DWW-YARD-C-VAN HICU 133919 9	VALVE, BALL,MFR:GALPERT,PN:4'EHA32-K,TYP 4 INCH,OPRTD GEAR WITH LOCKING DEVICE,CONN 1 TYP RTI FLANGE WITH A194-8BM BOLTS,CONN 2 TYP RTI FLANGE WITH A194-8BM BOLTS,PORT TYP FNPT,BODY MATL A182-F51,TRIM A182-F51,STYL DOUBLE BLOCK AND BLEED	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		11185	11185		
Deepwater Warehouse	Fieldwood	65651.A		BW-AREA 3	SUB,MFR:WORKSTRING,PN:SXO-534,TYP WEEP HOLE,ID 4-1/4 IN,OD 7 IN,LG 48 3/4 IN,CONN TYP CTM57 BOX X CTM57 PIN ASSEMBLY:MFR:SKOCLO,PN:21188-3,TYP FLUSHER,COMPRISING DUAL PATH, LFL/LR CONFIGURATION, ROV RETRIEVABLE DOCKING CANISTER, WORKING PRESSURE: 15000 PSI	142981	MC 782 2 DANTZLER COMPLETION	EA			1		5200	5200		
Deepwater Warehouse	Fieldwood	65823.A		MW-R10-1	SEAL, RING,MFR:GRAYLOC,PN:H90174-29-1	126099	MC 519 2 LONG LEAD CONST	EA			0		32619	0		
Deepwater Warehouse	Fieldwood	65863.A		OS-R1-S2	SEAL,MFR:GRAYLOC,PN:H90075-172,TYP PLATE	203563	Rio Grande Spares	EA			2		645	1290		
Deepwater Warehouse	Fieldwood	65865.A		OS-R1-S2	SUB,MFR:HUNTING ENERGY SERVICES,PN:NA,TYP BURST DISK,CASNG SZ 22 IN,CASNG WT 224 LB/FT,PRESS RTNG 7500 PSI AT 200 DEG F W/5250 PSI MIN BACK PRESS,SPLC FEATRS 1 IN W X80 S90M/MT P X 8 APRS SUB, 8 FT OAL, 2 PORTS 180 DEG APART	203563	Rio Grande Spares	EA			2		651	1302		
Deepwater Warehouse	Fieldwood	65916.A		BW-AREA 3	DISC, RUPTURE,MFR:FIKE,PN:NA,TYP INTERNAL,SPLC FEATRS 7500 PSI AT 200 DEG F W/5250 PSI MIN BACK PRESSURE	201560	GC 40 02 Katmal 2	EA			1		32273.02	32273.02		
Deepwater Warehouse	Fieldwood	65924.A		MR-2-A	DISC, RUPTURE,MFR:FIKE,PN:NA,TYP EXTERNAL,SPLC FEATRS 2000 PSI AT 260 DEG F W/6920 PSI MIN BACK PRESSURE	201560	GC 40 02 Katmal 2	EA			2		3334.23	6668.46		
Deepwater Warehouse	Fieldwood	65925.A		MR-2-A	DISC, RUPTURE,MFR:FIKE,PN:NA,TYP EXTERNAL,SPLC FEATRS 2000 PSI AT 260 DEG F W/6920 PSI MIN BACK PRESSURE	201560	GC 40 02 Katmal 2	EA			2		3334.23	6668.46		
Deepwater Warehouse	Fieldwood	65953.A		DWW YARD C-VAN 433422-0	CENTRALIZER, SUB:MFR:BLACKHAWK,PN:Q104927-QP0003 A,CASNG SZ 17.875 IN,WT 93.50 LB/FT,MATL GR API P110,CONN TYP TENARISHYDRIL WEDGE 521,SPLC FEATRS W/ (18) BOW SPRING, 25 IN OVER BOW,MN:R3600, B5T-36T	201560	GC 40 02 Katmal 2	EA			2		17425.71	34851.42		
Deepwater Warehouse	Fieldwood	65953.A		DWW-YARD-C-VAN 045905	CENTRALIZER, SUB:MFR:BLACKHAWK,PN:Q104927-QP0003 A,CASNG SZ 17.875 IN,WT 93.50 LB/FT,MATL GR API P110,CONN TYP TENARISHYDRIL WEDGE 521,SPLC FEATRS W/ (18) BOW SPRING, 25 IN OVER BOW,MN:R3600, B5T-36T	201560	GC 40 02 Katmal 2	EA			3		17425.71	52277.13		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	65955.A		BW-AREA 3	CENTRALIZER, SUB:MFR-BLACKHAWK,PN:0101433-QP0003 A,CASNG SZ 11.875 IN,WT 71.80 lb/ft,MATL GR API Q125,CONN TYP TENARISHYDRIL WEDGE 523,SPCL FEATRS W/ (12) BOW SPRING, 16.750 IN OVER BOW,MN:R3600, BST-25B	201560	GC 40 02 Katmal 2	EA			6		8540	51240		
Deepwater Warehouse	Fieldwood	65955.A		DWW-YARD-C-VAN 968233-Scrapped and sold to Louisiana Scrap-03/19/19	CENTRALIZER, SUB:MFR-BLACKHAWK,PN:0101433-QP0003 A,CASNG SZ 11.875 IN,WT 71.80 lb/ft,MATL GR API Q125,CONN TYP TENARISHYDRIL WEDGE 523,SPCL FEATRS W/ (12) BOW SPRING, 16.750 IN OVER BOW,MN:R3600, BST-25B	201560	GC 40 02 Katmal 2	EA			0		8540	0		
Deepwater Warehouse	Fieldwood	65956.A		DWW-YARD C-VAN HCU-1481372	CENTRALIZER, SUB:MFR-BLACKHAWK,PN:0108364,TYP R3600,CASNG SZ 10.125 IN,WT 79.22 LB/FT,MATL GR API Q125,CONN TYP VAM SLU-I,SPCL FEATRS W/ MINIMUM YIELD STRENGTH: 135000, 16.625 IN OVER BOW,MN:R3600, BST-33B	201560	GC 40 02 Katmal 2	EA			6	7282.86	43697.16			
Deepwater Warehouse	Fieldwood	66085.A		BW-R6-2	METER, FLOW,MFR-SMITH METER,PN-FE-8016,TYP POSITIVE DISPLACEMENT,DSGN RTNG CL 150,SZ 4 IN,CONN TYP FLANGED RF,MN-F4-S3	142679	MC 782 DANZTLER DEVELOPMENT	EA			1	28703.26	28703.26			
Deepwater Warehouse	Fieldwood	66204.A		BW-AREA 3	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L49ANLQH523Q12A001,CASNG OD 11-7/8 IN,CASNG WT 71.88,MATL GR Q125,CONN TYP HYD-523,MFR:WEATHERFORD,MN:L49AN	201560	GC 40 02 Katmal 2	EA			2	14817	29634			
Deepwater Warehouse	Fieldwood	66206.A		BW-AREA 3	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L49AXLQH523Q12A001,TYP SINGLE LARGE BORE FLOW ACTIVATED ALUMINUM FLAPPER VALVE,CASNG OD 11-7/8 IN,CASNG WT 71.8 lb/ft,MATL GR Q125,CONN TYP HYD 523	201560	GC 40 02 Katmal 2	EA			2	15072	30144			
Deepwater Warehouse	Fieldwood	66211.A		DWW-YARD C-VAN HCU-1481372	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L49ANXSLI2813A001,TYP SINGLE LARGE BORE FLOW ACTIVATED ALUMINUM FLAPPER VALVE,CASNG OD 10-1/8 IN,CASNG WT 79.22 lb/ft,MATL GR Q125,CONN TYP SLU-II	201560	GC 40 02 Katmal 2	EA			2	10476	20952			
Deepwater Warehouse	Fieldwood	66212.A		BW-AREA 3	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L49AXXSLI2813A001,TYP SINGLE LARGE BORE FLOW ACTIVATED ALUMINUM FLAPPER VALVE,CASNG OD 10-1/8 IN,CASNG WT 79.22 lb/ft,MATL GR Q125,CONN TYP SLU-II	201560	GC 40 02 Katmal 2	EA			1	10730	10730			
Deepwater Warehouse	Fieldwood	66212.A		DWW-YARD C-VAN HCU-1481372	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L49AXXSLI2813A001,TYP SINGLE LARGE BORE FLOW ACTIVATED ALUMINUM FLAPPER VALVE,CASNG OD 10-1/8 IN,CASNG WT 79.22 lb/ft,MATL GR Q125,CONN TYP SLU-II	201560	GC 40 02 Katmal 2	EA			1	10730	10730			
Deepwater Warehouse	Fieldwood	66227.A		PR-R2-1	KIT,MFR:FMC TECHNOLOGIES,PN:P2000054824,TYP WIRELINE PLUG REDRESS,CL 15000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			0	28554.33	0			
Deepwater Warehouse	Fieldwood	66228.A		PR-R1-1	KIT,MFR:FMC TECHNOLOGIES,PN:P2000054317,TYP WIRELINE PLUG REDRESS,CL 15000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			0	34590.75	0			
Deepwater Warehouse	Fieldwood	66955.A		DWW-YARD-C-VAN CCLU 667229	CENTRALIZER,MFR:HALLIBURTON,PN:102528668,TYP UROS,ID 7-3/4 IN,HOLE SZ 9-1/2 IN	203389	MC 339 SILVERGATE DRL	EA			48	260.02	12480.96			
Deepwater Warehouse	Fieldwood	66956.A		DWW-YARD-C-VAN CCLU 667229	COLLAR, STOP,MFR:HALLIBURTON,PN:102607903,TYP ARC SLIM, SLIP ON, ACE RATCHET,DIM 7-3/4 IN	203389	MC 339 SILVERGATE DRL	EA			96	594.72	57093.12			
Deepwater Warehouse	Fieldwood	66962.A		MR-4-C	SCREW, SET,MFR:FMC TECHNOLOGIES,PN:DP-79-0532,HD STYL, HEX SOCKET DRIVE,NOM THD DIA 0.375 IN,THD 16UNC-2A/3A,THD LG 0.75 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			0	99.03	0			
Deepwater Warehouse	Fieldwood	66963.A		MR-4-C	SCREW, SET,MFR:FMC TECHNOLOGIES,PN:P143307,HD STYL, HEX SOCKET DRIVE,NOM THD DIA 0.375 IN,THD 16UNC-2A/3A,THD LG 0.88 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			0	99.36	0			
Deepwater Warehouse	Fieldwood	66964.A		MR-4-C	SCREW, SET,MFR:FMC TECHNOLOGIES,PN:P143497,HD STYL, HEX SOCKET DRIVE,NOM THD DIA 0.375 IN,THD 16UNC-2A/3A,THD LG 0.5 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			0	66.26	0			
Deepwater Warehouse	Fieldwood	67273.A		DWW-YARD-C-VAN HCU 133919	POSITIONER, VALVE,MFR:CORTEC,PN:9468N872821200MFR: WESTLOCK,TYP NON INDUCTIVE ROTARY,CONN SZ 3/4 IN,CONN TYP FNPT,SPCL FEATRS SWITCHBOX,STD BM2-Y	139351	MC 698 BIG BEND EXECUTE AFE	EA			3	865	2595			
Deepwater Warehouse	Fieldwood	67274.A		DWW-YARD-C-VAN HCU 133919	KIT, SEAL,MFR:CORTEC,PN:SDV-0130B,PN:SDV-0140B,TYP SPARE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1	2235	2235			
Deepwater Warehouse	Fieldwood	67275.A		DWW-YARD-C-VAN HCU 133919	KIT, SEAL,MFR:CORTEC,PN:SDV-9060A,PN:SDV-9060B,TYP SPARE	139351	MC 698 BIG BEND EXECUTE AFE	EA			1	2235	2235			
Deepwater Warehouse	Fieldwood	67279.A		DWW-YARD-C-VAN HCU 133919	KIT, VALVE REPAIR,MFR:CORTEC,PN:BN114-170870-3000-0000-31PUBB,TYP MAJOR	139351	MC 698 BIG BEND EXECUTE AFE	EA			1	5895	5895			
Deepwater Warehouse	Fieldwood	67280.A		DWW-YARD-C-VAN HCU 133919	KIT, VALVE REPAIR,MFR:CORTEC,PN:BN182-1645703-3000-0000-31PUBB,TYP MAJOR	139351	MC 698 BIG BEND EXECUTE AFE	EA			1	2897	2897			
Deepwater Warehouse	Fieldwood	67281.A		DWW-YARD-C-VAN HCU 133919	KIT, VALVE REPAIR,MFR:CORTEC,PN:BN182-1702200-3000-0000-31PUBB,TYP MAJOR	139351	MC 698 BIG BEND EXECUTE AFE	EA			1	5794	5794			
Deepwater Warehouse	Fieldwood	67282.A		DWW-YARD-C-VAN HCU 133919	KIT, SEAL,MFR:CORTEC,PN:SDV-0130,PN:SDV-0140,PN:SDV-0140A,PN:SDV-0130D,PN:SDV-0130A,TYP SPARE	139351	MC 698 BIG BEND EXECUTE AFE	EA			2	870	1740			
Deepwater Warehouse	Fieldwood	67440.A		DWW-YARD-C-VAN 401592.1	MOTOR,MFR:SUNSOURCE,PN:ADPM5.4X2SX5.5K,TYP MOTOR,SPEC 5,500 PSI, 5.40 GPM, 25 HP460V/60HZ/3PH, 1800 RPM, 120V/60HZ/1PH HEATERS, CSA & UL CERT	203563	Rio Grande Spares	EA			1	22390	22390			
Deepwater Warehouse	Fieldwood	67443.A		BW-AREA 2	SEPARATOR,MFR:SULZER,PN:9012171,TYP GIRZ CYCLONE INLET DEVICE,MN:MBD-1010/1020,ALL BOLTING AND NITRILE GASKETS, NOZZLE (DIA 12 X LG 62 IN), DUPLEX 22015 INCLUDING MALLACHEVRON V30 MIST ELIMINATOR MOTION BAFFLE (OD: 84 IN, MATERIAL: SS 316L)	139351	MC 698 BIG BEND EXECUTE AFE	EA			1	38900	38900			
Deepwater Warehouse	Fieldwood	67444.A		MR-5-D	SEAL, RING,MFR:GRAYLOC,PN:S0553N,THK 14 mm,MATL AS AISI 4140,CLR GREEN,SPCL FEATRS MATERIAL: PTFE, CTD	142679	MC 782 DANZTLER DEVELOPMENT	EA			1	63	63			
Deepwater Warehouse	Fieldwood	67444.A		MR-GENERAL	SEAL, RING,MFR:GRAYLOC,PN:S0553N,THK 14 mm,MATL AS AISI 4140,CLR GREEN,SPCL FEATRS MATERIAL: PTFE, CTD	203563	Rio Grande Spares	EA			2	63	126			
Deepwater Warehouse	Fieldwood	67445.A		MR-GENERAL	SEAL, RING,MFR:GRAYLOC,PN:H91993-1	203563	Rio Grande Spares	EA			4	1890	7560			
Deepwater Warehouse	Fieldwood	67452.A		DWW-YARD C-VAN 968233-Scrapped and sold to Louisiana Scrap-03/19/19	CENTRALIZER, SUB:MFR-BLACKHAWK,PN:0108636-QP0003 A,CASNG SZ 7.75 IN,WT 35 PPF,MATL AS MATL GR P-110,BOW SZ 13.625 IN,CONN TYP HYD 523,SPCL FEATRS TENARISHYDRIL WEDGE 523; OVER BOW; BTS-33B (6)	203389	MC 339 SILVERGATE DRL	EA			0	6287.14	0			
Deepwater Warehouse	Fieldwood	67455.A		BW-R3-3	FLANGE,MFR:CORTEC,PN:BN365-1625504-3000-1,TYP BLIND,DIM 16-9/16 IN,MATL AS 4130,OPRTG PRESS 10000 PSI,SPCL FEATRS HP AUTOCLAVE	203563	Rio Grande Spares	EA			2	3055	6110			
Deepwater Warehouse	Fieldwood	67500.A		MW-R3-1	FLYING LEAD,MFR:AKER,PN:BB15-000778-25,ELECTRICAL,325 FT,8-WAY	141585	MC 698 BIG BEND LONG LEADS	EA			1	19983	19983			
Deepwater Warehouse	Fieldwood	67501.A		DWW-YARD-C-VAN 433422.0	FLYING LEAD,MFR:AKER,PN:BB15-000776-25,ELECTRICAL,325 FT,4-WAY	141585	MC 698 BIG BEND LONG LEADS	EA			0	18593	0			
Deepwater Warehouse	Fieldwood	67502.A		MW-R5-2	FLYING LEAD,MFR:AKER,PN:BB15-000778-25,ELECTRICAL,30 ft,4-WAY	141585	MC 698 BIG BEND LONG LEADS	EA			1	9153	9153			
Deepwater Warehouse	Fieldwood	67503.A		DWW-YARD	FLYING LEAD,MFR:AKER,PN:10221577,LG 100 m,STEEL,8-LINE, OIE, M1	141585	MC 698 BIG BEND LONG LEADS	EA			1	111939	111939			
Deepwater Warehouse	Fieldwood	67504.A		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:10218351.100 m,STEEL,4-LINE, OIE M1	141585	MC 698 BIG BEND LONG LEADS	EA			1	105739	105739			
Deepwater Warehouse	Fieldwood	67505.A		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:10219046.2-LINE,STEEL,OIE M1 TO OIE M1	143096	MC 782 DANZTLER DEVELOPMENT LL	EA			1	122159	122159			
Deepwater Warehouse	Fieldwood	67505.A		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:10219046.2-LINE,STEEL,OIE M1 TO OIE M1	141585	MC 698 BIG BEND LONG LEADS	EA			1	54953	54953			
Deepwater Warehouse	Fieldwood	67509.B		DWW-YARD C-VAN DNVU-2051995	CAP,MFR:ODI,PN:10205537,TYP ELECTRICAL CONNECTOR SHORTING,CONN TYP 4-PIN	141585	MC 698 BIG BEND LONG LEADS	EA			15	4830.75	72461.25			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	67512.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-853,OD 10 IN,SPEC THUNDER HAWK TOPSIDE,SIZE: 3 FT-1 IN X 1 FT-9.25 IN X 3 FT-10.5 IN, 3 FLANGE, WEIGHT: 1.372 LBS, WITH 90 DEG AND 45 DEG, WOL	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		7275	7275		
Deepwater Warehouse	Fieldwood	67513.B		MW-R15-3	JUNCTION PLATE, SUBSEA,MFR:OCEANEERING,PN-428798,TYP M1 REMOVABLE J PLATE, HYDRAULIC,MN:IWOCs, 12-WAY	140528	MC 948 GUNFLINT LONG LEAD	EA			1		37500	37500		
Deepwater Warehouse	Fieldwood	67513.B		MW-R16-3	JUNCTION PLATE, SUBSEA,MFR:OCEANEERING,PN-428798,TYP M1 REMOVABLE J PLATE, HYDRAULIC,MN:IWOCs, 12-WAY	140528	MC 948 GUNFLINT LONG LEAD	EA			0		37500	0		
Deepwater Warehouse	Fieldwood	67513.B		MW-R15-2	JUNCTION PLATE, SUBSEA,MFR:OCEANEERING,PN-428798,TYP M1 REMOVABLE J PLATE, HYDRAULIC,MN:IWOCs, 12-WAY	140528	MC 948 GUNFLINT LONG LEAD	EA			0		37500	0		
Deepwater Warehouse	Fieldwood	67514.B		MW-R17-2	PLATE,MFR:OCEANEERING,PN-0428795,TYP M1 REMOVABLE TEST AND FLUSHING	141585	MC 698 BIG BEND LONG LEADS	EA			1		33620.25	33620.25		
Deepwater Warehouse	Fieldwood	67515.B		MR-GENERAL	JUMPER,MFR:OCEANEERING,PN-0428785,TYP TEST OPTICAL,WITH PIGTAIL	141585	MC 698 BIG BEND LONG LEADS	EA			2		19062	38124		
Deepwater Warehouse	Fieldwood	67517.A		MR-GENERAL	RECEPTACLE,MFR:SERIES/VERSION:8FOSM,MN:HYDRAUGHT, TOP ASSEMBLY, WITH PIGTAIL	140528	MC 948 GUNFLINT LONG LEAD	EA			2		24036	48072		
Deepwater Warehouse	Fieldwood	67518.B		MW-R16-FL	CAP,MFR:OCEANEERING,PN-423685,SPCL FEATRS WITH INTENSIFIERS ASSEMBLY, M1 LONG TERM PROTECTIVE COVER, INTENSIFIERS AUX	140528	MC 948 GUNFLINT LONG LEAD	EA			1		155468.25	155468.25		
Deepwater Warehouse	Fieldwood	67519.B		MW-R15-FL	PLATE,MFR:OCEANEERING,PN-429318,TYP M2 FIXED T AND F,SPCL FEATRS 27-WAY, 27-LINE ASSEMBLY	204563	Dantzier Chemical Injection	EA			1		41788.5	41788.5		
Deepwater Warehouse	Fieldwood	67520.B		DWW-FRONT YARD	CONNECTOR,MFR:VECTOR,PN:101278-QDMFR: FREUDENBERG,DIM 8 IN	141585	MC 698 BIG BEND LONG LEADS	EA			1		177555	177555		
Deepwater Warehouse	Fieldwood	67520.B		DWW-FRONT YARD	CONNECTOR,MFR:VECTOR,PN:101278-QDMFR: FREUDENBERG,DIM 8 IN	203563	Rio Grande Spares	EA			1		171028.6	171028.6		
Deepwater Warehouse	Fieldwood	67521.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-854,ID 8 IN,OD 10 IN,LG 7 FT-2 IN,SPEC THUNDER HAWK TOPSIDE,W/4-O-LET, TEE (SIZE: 8 X 4 X 10 IN), ECC RED 10X8 AND 8 FLANGE, WEIGHT: 2.112 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		8985	8985		
Deepwater Warehouse	Fieldwood	67523.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-854,OD 10 IN,LG 12 FT-5-7/8 IN,SPEC THUNDER HAWK TOPSIDE,W/2 FLANGE, WEIGHT: 1.804 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		6315	6315		
Deepwater Warehouse	Fieldwood	67528.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-856,OD 8 IN,SPEC THUNDER HAWK TOPSIDE,SIZE: 1 FT-6-11/16 IN X 2 FT-9-9/16 IN, W/2-90 DEG, 2 FLANGE, WEIGHT: 708 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		5925	5925		
Deepwater Warehouse	Fieldwood	67530.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-857,OD 4 IN,OD 8 IN,SPEC THUNDER HAWK TOPSIDE,W/4-90 DEG, TEE AND 3-FLANGE, WEIGHT: 844 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		4087.5	4087.5		
Deepwater Warehouse	Fieldwood	67531.B		DWW-YARD	SPOOL,MFR:ACADIAN,PN-PC-861,OD 8 IN,LG 6 FT-11-1/2 IN,SPEC THUNDER HAWK TOPSIDE,W/O-LET, 3 FLANGE, WEIGHT: 864 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		6082.5	6082.5		
Deepwater Warehouse	Fieldwood	67532.B		BW-R6-2	SPOOL,MFR:ACADIAN,PN-PC-858,ID 4 IN,LG 2 FT-1-5/16 IN,SPEC THUNDER HAWK TOPSIDE,W/2 FLANGE, WEIGHT: 150 LBS	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		2325	2325		
Deepwater Warehouse	Fieldwood	67535.A		MW-R15-2	PLATE,MFR:OCEANEERING,PN-0429317,TYP M2 REMOVABLE TEST AND FLUSHING,SPCL FEATRS 27 WAY, 27 LINE ASSEMBLY	141585	MC 698 BIG BEND LONG LEADS	EA			2		59735	119470		
Deepwater Warehouse	Fieldwood	67536.A		DWW YARD C-VAN HLXU 616220-6	VALVE, BALL,MFR:EDGEN MURRAY,PN:EBF02,OPRTD 2 HANDLE,CONN 1 SZ 10 IN,CONN 1 TYP RTJ ENDS,CL 900 LB,PORT TYP FULL,BODY MATL CS,TRIM ENP,SPCL FEATRS TRUNNION MOUNTED,MATL SPEC ASTM A105N,MFR:KF VALVE,MN:XJ-700	203563	Rio Grande Spares	EA		1		14488	14488			
Deepwater Warehouse	Fieldwood	67537.A		SMALL PARTS ROOM FLOOR	CONNECTOR, COMMUNICATION,MFR:AKER,PN:10180143,CNCTR TYP RJ45 TO DB-9 MODEM ADAPTER	203563	Rio Grande Spares	EA			0		7.81	0		
Deepwater Warehouse	Fieldwood	67538.A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY,MFR:AKER,PN:10155419,TERM TYP DB37, MALE TO FEMALE,LG 5 ft	203563	Rio Grande Spares	EA			0		59.91	0		
Deepwater Warehouse	Fieldwood	67539.A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY,MFR:AKER,PN:10155480,TERM TYP DB37, MALE TO FEMALE MAT,LG 10 ft	203563	Rio Grande Spares	EA			0		72.81	0		
Deepwater Warehouse	Fieldwood	67543.A		MW-R16-1	PLATE,MFR:OCEANEERING,PN-0428795,TYP M1 REMOVABLE TEST AND FLUSHING,SPCL FEATRS 14-WAY, 14-LINE ASSEMBLY	139057	MC 948 GUNFLINT DEVELOPMENT	EA			0		44827	0		
Deepwater Warehouse	Fieldwood	67544.A		MW-R16-1	PLATE,MFR:OCEANEERING,PN-0428794,TYP M1 FIXED TEST AND FLUSHING,SPCL FEATRS 14-WAY, 14-LINE ASSEMBLY	139057	MC 948 GUNFLINT DEVELOPMENT	EA			3		34780	104340		
Deepwater Warehouse	Fieldwood	67544.A		MW-16-2	PLATE,MFR:OCEANEERING,PN-0440488,TYP M1 FIXED TEST AND FLUSHING,SPCL FEATRS 14-WAY, 14-LINE ASSEMBLY	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		34780	34780		
Deepwater Warehouse	Fieldwood	67544.B		MW-R16-1	PLATE,MFR:OCEANEERING,PN-0428794,TYP M1 FIXED TEST AND FLUSHING,SPCL FEATRS 14-WAY, 14-LINE ASSEMBLY	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		26085	26085		
Deepwater Warehouse	Fieldwood	67545.A		MW-R17-3	LOGIC CAP,MFR:OCEANEERING,PN-428777,TYP M1,SPCL FEATRS 14-WAY 14-LINE COVER,MFR:OCEANEERING,PN-0428790,TYP 4 WAY ELECTRICAL LTPC	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		45427	45427		
Deepwater Warehouse	Fieldwood	67546.A		MW-R16-1	OD/NAUTILUS ELECTRICAL LONG TERM PROTECTIVE,SPCL FEATRS RECEPTACLE COMPENSATED W/LOOPS 1-3 AND 2-4	139057	MC 948 GUNFLINT DEVELOPMENT	EA			3		4202	12606		
Deepwater Warehouse	Fieldwood	67547.A		MR-3-D	FLYING LEAD,MFR:OCEANEERING,PN-0434791,4 WAY ROV ELECTRICAL,WITH CIRCUIT LOOPS 1-3 AND 2-4 TITANIUM	139057	MC 948 GUNFLINT DEVELOPMENT	EA			3		3778	11334		
Deepwater Warehouse	Fieldwood	67548.A		MW-10-FL	O RING,MFR:CORTEC,PN:BN485-369-90-4900-1,PN:DASH 369,MATL PC BUNA,OD 8 3/8 IN,ID 8 IN,W/OD 3/16 IN,SHOR HRONSS DURO 90,CLR BLACK,TEMP RNGE -15 TO 400 DEG F,SPCL FEATRS PER SM 49	203563	Rio Grande Spares	EA			3		8.125	24.375		
Deepwater Warehouse	Fieldwood	67549.A		MW-10-FL	SEAL, OIL,MFR:CORTEC,PN:BN580-1612700-9083-1,TYP LIP,OD 6-3/8 IN,OD 8 IN,SPCL FEATRS FACE: 10K,REF:LD063710	203563	Rio Grande Spares	EA			2		174	348		
Deepwater Warehouse	Fieldwood	67550.A		BW-R3-3	SCREW, CAP,MFR:CORTEC,PN:BN575-F225200-27MX-1,HEAD FLAT,DIA 1-3/8 IN,TRD UNC 8 TPL,LG 6-1/2 IN,SURF TRTMT XYLAN COATED,SPCL FEATRS LB7	203563	Rio Grande Spares	EA			32		142	4544		
Deepwater Warehouse	Fieldwood	67558.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10219329,TYP ENETHERNET PATCH,LG 10 FT,MFR:AKER,MN:CAT6/UTIA5688	203563	Rio Grande Spares	EA			0		18.75	0		
Deepwater Warehouse	Fieldwood	67559.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10219510,TYP ENETHERNET PATCH,LG 15 FT,MFR:AKER,MN:CAT6/UTIA5688	203563	Rio Grande Spares	EA			0		21.25	0		
Deepwater Warehouse	Fieldwood	67560.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10076045,TYP SERIAL PORTSERVER	203563	Rio Grande Spares	EA			0		48.75	0		
Deepwater Warehouse	Fieldwood	67561.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10177068,TYP USB,LG 6 ft,TERM TYP A MALE TO A MALE	203563	Rio Grande Spares	EA			0		7.81	0		
Deepwater Warehouse	Fieldwood	67563.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:BB15-000782-54,MN:1492-A,025 TO B CABLE ASS	203563	Rio Grande Spares	EA			0		386.7	0		
Deepwater Warehouse	Fieldwood	67564.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:BB15-000782-55,SPCL 1492-CABLE025Z,205M	203563	Rio Grande Spares	EA			0		369.25	0		
Deepwater Warehouse	Fieldwood	67565.A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY,MFR:AKER,PN:BB14-000634-41,TYP MODEM SIGNAL	203563	Rio Grande Spares	EA			0		507.5	0		
Deepwater Warehouse	Fieldwood	67567.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10164394,SPCL BNC M TO M, 750OHMS,MFR:AKER,MN:RG59B/U	203563	Rio Grande Spares	EA			0		25.19	0		
Deepwater Warehouse	Fieldwood	67568.A		SMALL PARTS ROOM FLOOR	CONVERTER,MFR:AKER,PN:10144574,TYP ETHERNET AND OPTICAL,MN:RGD	203563	Rio Grande Spares	EA			0		243.75	0		
Deepwater Warehouse	Fieldwood	67569.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10077781,TYP SERVSUWITCH,LG 10 FT	203563	Rio Grande Spares	EA			0		26.25	0		
Deepwater Warehouse	Fieldwood	67570.A		SMALL PARTS ROOM FLOOR	CABLE,MFR:AKER,PN:10219329,TYP ENETHERNET PATCH,LG 10 FT,MFR:AKER,MN:CAT6/UTIA5688	203563	Rio Grande Spares	EA			0		18.75	0		
Deepwater Warehouse	Fieldwood	67571.A		MW-R16-2	FLYING LEAD,MFR:OCEANEERING,PN-0436759,SUBSEA UMBILICAL TERMINATION ASSEMBLY,STEEL,REMOVABLE M1 SFL PARKING STAB	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		44141	44141		
Deepwater Warehouse	Fieldwood	67591.A		BW-AREA 1	ASSEMBLY,TYP TREE FORGING BODY,MATL N/A,COMPRISING P1000109121, P1000109116, P1000130507, P1000109111	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		1200000	1200000		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	67599.A		DWW-YARD-C-VAN CCLU 667299	RISE,MFR:ODI,PN:PD15809,TYP STEEL CATENARY,SPCL FEATRS FLEXJOINT MCK-UP,APPL THUNDER HAWK SCR	141585	MC 698 BIG BEND LONG LEADS	EA			1		99403	99403		
Deepwater Warehouse	Fieldwood	67662.A		BW-R2-3	KIT, REPAIR,MFR:CORTEC,PN:BN445-1805600-5390-17CA-3,TYP MAJOR,COMPRISING NA,SZ NA,APPL NA	203563	Rio Grande Spares	EA			2		19822	39644		
Deepwater Warehouse	Fieldwood	67835.B		DWW-YARD C-VAN DNVU-2051995	PLUG, ELECTRICAL,MFR:ODI,PN:10192706,TYP EFL TEST,POLES 8-PIN,SPCL FEATRS CONNECTION: FEMALE	141585	MC 698 BIG BEND LONG LEADS	EA			2		1661.25	3322.5		
Deepwater Warehouse	Fieldwood	67836.B		DWW-YARD C-VAN DNVU-2051995	PLUG, ELECTRICAL,MFR:ODI,PN:BB15-000680-80,TYP EFL TEST,POLES 4-PIN,SPCL FEATRS CONNECTION: MALE	141585	MC 698 BIG BEND LONG LEADS	EA			1		906.75	906.75		
Deepwater Warehouse	Fieldwood	67837.B		MW-R15-2	PLATE,MFR:AKER,PN:10219137,TYP 4-WAY FIXED FLUSHING BEARING,MFR:RTI ENERGY SERVICES,PN:129310 BRAND:UNKNOWN	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		10818.75	10818.75		
Deepwater Warehouse	Fieldwood	67838.A		DWW-YARD DWW-YARD C-VAN DNVU-2051995	CONNECTOR, ELECTRICAL,MFR:ODI,PN:BB15-000680-78,TYP TEST,CONN TYP MALE,SPCL FEATRS PIN CONFIGURATION: 4-PIN	140528	MC 948 GUNFLINT LONG LEAD	EA			4		2196.45	8785.8		
Deepwater Warehouse	Fieldwood	67841.B		DWW-YARD C-VAN DNVU-2051995	CONNECTOR, ELECTRICAL,MFR:ODI,PN:BB15-000686-35,TYP TEST,CONN TYP MALE,SPCL FEATRS PIN CONFIGURATION: 8-PIN	141585	MC 698 BIG BEND LONG LEADS	EA			8		1467	11736		
Deepwater Warehouse	Fieldwood	67842.B		DWW-YARD C-VAN DNVU-2051995	CONNECTOR, ELECTRICAL,MFR:ODI,PN:10081132,TYP BULKHEAD,CONN TYP FEMALE,SPCL FEATRS PIN CONFIGURATION: 4-PIN	141585	MC 698 BIG BEND LONG LEADS	EA			4		2199	8796		
Deepwater Warehouse	Fieldwood	67843.B		MW-AREA 1	PLUG, ELECTRICAL,MFR:ODI,PN:BB15-000680-76,TYP EFL TEST,POLES 4-PIN,SPCL FEATRS CONNECTION: FEMALE	141585	MC 698 BIG BEND LONG LEADS	EA			2		1661.25	3322.5		
Deepwater Warehouse	Fieldwood	67844.B		MR-5-8	PLUG, ELECTRICAL,MFR:ODI,PN:BB15-000686-43,TYP EFL TEST,POLES 8-PIN,SPCL FEATRS CONNECTION: MALE	141585	MC 698 BIG BEND LONG LEADS	EA			4		1598.25	6393		
Deepwater Warehouse	Fieldwood	67845.B		DWW-YARD C-VAN DNVU-2051995	OUTBOARD PLATE, 14 WAY, MFR: OCEANEERING, PN: 0428798	141585	MC 698 BIG BEND LONG LEADS	EA			2		1730.25	3460.5		
Deepwater Warehouse	Fieldwood	67913.A		MW-AREA 4	PLUG, ELECTRICAL,MFR:ODI,PN:BB15-695-12-REN,TYP EFL TEST,POLES 6-PIN,SPCL FEATRS CONNECTION: FEMALE	141585	MC 698 BIG BEND LONG LEADS	EA			1		0	0		
Deepwater Warehouse	Fieldwood	67846.B		DWW-YARD C-VAN DNVU-2051995	CENTRALIZER, SUB,MFR:HALLIBURTON,PN:0500-06125,TYP SLIDER,CASNG SZ 5 IN,WT 5.7 LB,5.12 IN,OD 6-1/2 IN,12.4 IN,HOLE SZ 6-1/2 IN,STD SZ 2	201560	GC 40 02 Katmal 2	EA			45		100.44	4519.8		
Deepwater Warehouse	Fieldwood	68051.B		BW-AREA 3	COLLAR,MFR:RTI ENERGY SERVICES,PN:129990,TYP SPACE,DIM 2 R,5/N:200013643-001	140528	MC 948 GUNFLINT LONG LEAD	EA			1		16875	16875		
Deepwater Warehouse	Fieldwood	68057.B		BW-AREA 3	COLLAR,MFR:RTI ENERGY SERVICES,PN:129989,TYP SPACE,DIM 1 R,5/N:200013640-001	140528	MC 948 GUNFLINT LONG LEAD	EA			1		13800	13800		
Deepwater Warehouse	Fieldwood	68058.B		DWW-YARD-C-VAN 401592.1	TOOL,MFR:TRENDSETTER ENG.,PN:TEI-100796-00,TYP DRAWDOWN,SPCL FEATRS TEI,5/N:966-9013, 5/N:966-9014	203563	Rio Grande Spares	EA			2		19125	38250		
Deepwater Warehouse	Fieldwood	68059.B		DWW-YARD-C-VAN 2051995	CONNECTOR, ELECTRICAL,MFR:AKER,PN:BB15-000680-81,TYP ODI TEST	141585	MC 698 BIG BEND LONG LEADS	EA			0		974.25	0		
Deepwater Warehouse	Fieldwood	68060.B		MW-R16-FL	PLATE,MFR:AKER,PN:G02-4518-13-33074,SPCL FEATRS WITH BEND (45 DEGREE), 3GR HUB,BRAND:GRAYLOC,BRAND:UNKNOWN,MN:UH550	141585	MC 698 BIG BEND LONG LEADS	EA			3		48530.25	145590.75		
Deepwater Warehouse	Fieldwood	68061.B		MW-R16-FL	PLATE,MFR:AKER,PN:G02-4518-13-33071,TYP TEST,MN:UH550	141585	MC 698 BIG BEND LONG LEADS	EA			1		39448.5	39448.5		
Deepwater Warehouse	Fieldwood	68064.A		MW-R5-2/MW-R5-3	FLYING LEAD,MFR:AKER,PN:10243498,ELECTRICAL,LG 325 ft,APD	141585	MC 698 BIG BEND LONG LEADS	EA			2		94485	188970		
Deepwater Warehouse	Fieldwood	68107.A		MW-R10-2	RCPTCL,MFR:SKOFLO,PN:100257,TYP DUAL CORE	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		30240	30240		
Deepwater Warehouse	Fieldwood	68253.A		DWW-YARD	RING,TYP CENTRALIZER,JD 15 IN,OD 20.505 IN,WD N/A,DIM OAL 8 IN,MATL CS ASTM A707 L5,MATL GR 65KSI SMYS,DSGN RTNG 330 LB	140528	MC 948 GUNFLINT LONG LEAD	EA			1		2975	2975		
Deepwater Warehouse	Fieldwood	68254.A		DWW-YARD	CONE, BEARING,TYP CENTRALIZER,JD 17 X OD 23 X LG 18 IN,WD N/A,MATL CS ASTM A707 L5 GR 65KSI SMYS,SPEC WEIGHT: 45.1 LBS	140528	MC 948 GUNFLINT LONG LEAD	EA			2		4638.75	9277.5		
Deepwater Warehouse	Fieldwood	68255.A		DWW-YARD	SLEEVE,TYP CENTRALIZER,DIM ID 21.75 X OD 23 X LG 18 IN,MATL CS ASTM A707 L5 GR 65KSI SMYS,CPTY 213 LB,APPL N/A	140528	MC 948 GUNFLINT LONG LEAD	EA			1		77388	77388		
Deepwater Warehouse	Fieldwood	68304.B		DWW-YARD C-VAN DNVU-2051995	TOOL,MFR: FREUDENBERG, TYP CLEANING,STYL CONTINGENCY WINDOW HUB,CLR BLACK,SPCL FEATRS OPERATOR: ROV MANIPULATOR OPERATED, WITH ORANGE HANDLE,APPL OPTIMA SUBSEA CONNECTOR ASSEMBLY (SIZE: 8 IN),BRAND:VECTOR,BRAND:UNKNOWN	203563	Rio Grande Spares	EA			2		11332.8	22665.6		
Deepwater Warehouse	Fieldwood	68305.B		DWW-YARD C-VAN DNVU-2051995	TOOL,MFR: FREUDENBERG, TYP SEAL CHANGEOUT,SPCL FEATRS OPERATOR: ROV HYDRAULICALLY OPERATED,APPL OPTIMA SUBSEA CONNECTOR ASSEMBLY (SIZE: 8 IN),BRAND:VECTOR,BRAND:UNKNOWN	203563	Rio Grande Spares	EA			2		13599.33	27198.66		
Deepwater Warehouse	Fieldwood	68307.B		MR-2-D	SEAL, RING,MFR: FREUDENBERG,TYP N/A,JD N/A,OD N/A,THK N/A,MATL SILVER COATED,APPL OPTIMA SUBSEA CONNECTOR ASSEMBLY (SIZE: 8 IN),BRAND:VECTOR,BRAND:UNKNOWN	203563	Rio Grande Spares	EA			11		5496	60456		
Deepwater Warehouse	Fieldwood	68308.B		MW-R16-FL	CAP,MFR:AKER,PN:G02-4518-13-33073,TYP COMPENSATED PRESSURE,BRAND:UNITECH,BRAND:UNKNOWN	141585	MC 698 BIG BEND LONG LEADS	EA			1		43738.5	43738.5		
Deepwater Warehouse	Fieldwood	68375.A		MW-R17-3	FLANGE,TYP PIPE, BLIND,DIM N/A,CONN SZ NA,CONN TYP N/A,MATL STAINLESS STEAL,MATL GR NA,OPRTG PRESS ANSI 900 LBS,STYL SPECTACLE,SPEC 8 IN OD, RTJ	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		2712	2712		
Deepwater Warehouse	Fieldwood	68444.B		DWW-YARD-C-VAN CPU 03011222G1	FLYING LEAD,MFR:AKER,PN:10243958,6-WAY / 4-WAY ELECTRICAL,LG 325 ft	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		24366	0		
Deepwater Warehouse	Fieldwood	68445.B		MW-R8-2	FLYING LEAD,MFR:AKER,PN:10242630,6-WAY / 4-WAY ELECTRICAL,LG 200 ft KIT, VALVE REPAIR,MFR:CORTEC,PN:BN445-1775200-1M90-17CA-3,VLV SZ 1-13/16 IN,OPRTG PRESS 10000 PSI,MATL ELASTOMER,COMPRISING UP SEALS, WEATHER SEALS, BALL AND SEAT SET	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		24366	0		
Deepwater Warehouse	Fieldwood	68523.A		DWW-YARD C-VAN HCU 133919 9	PISTON, VALVE REPAIR,MFR:CORTEC,PN:BN445-1775200-1M90-17CA-3,VLV SZ 1-13/16 IN,OPRTG PRESS 10000 PSI,MATL ELASTOMER,COMPRISING UP SEALS, WEATHER SEALS, BALL AND SEAT SET	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		4109	4109		
Deepwater Warehouse	Fieldwood	68558.A		BW-AREA 2	SWAGE, CASING,NOM SZ 22 IN,WALL THK 1.25 IN,TOP CONN WT 277.04 LB,TOP CONN SZ 22 IN,TOP CONN TYP H900M/MT PIN,BOT CONN WT N/A,BOT CONN SZ N/A,BOT CONN TYP 1502 WECO,MATL STEEL,MATL GR X80,LG N/A	201560	GC 40 02 Katmal 2	EA			1		2080.81	2080.81		
Deepwater Warehouse	Fieldwood	68559.A		DWW-YARD-C-VAN 401592.1	PUMP,MFR:PROSERV,PN:ADPM2X15X10K,TYP MOTOR,SPEC 10,000 PSI, 2.00 GPM, 15HP 460V/60HZ/3PH, 1800 RPM, 120V/60HZ/1PH HEATERS, CSA AND UL CERT	203563	Rio Grande Spares	EA			0		20508	0		
Deepwater Warehouse	Fieldwood	68561.A		DWW-YARD-C-VAN 401592.1	PUMP,MFR:PROSERV,PN:ADPM10K2X75H,TYP MOTOR,SPEC 75 PSI, 10.00 GPM, 2 HP 460V/60HZ/3PH, 3600 RPM, 120V/60HZ/1PH HEATERS, SIX-STAGE GOULD PUMP, CSA AND UL CERT	203563	Rio Grande Spares	EA			0		4125	0		
Deepwater Warehouse	Fieldwood	68566.B		DWW-YARD C-VAN 2051995	CONNECTOR, ELECTRICAL,MFR:ODI,PN:BB15000686-67,SPEC ELECTRICAL CONNECTOR FEMALE LONG TERM COVER; 4-PIN	141585	MC 698 BIG BEND LONG LEADS	EA			6		3996.75	23620.5		
Deepwater Warehouse	Fieldwood	68584.E		DWW-YARD-C-VAN 401592.1	TESTER,TYP SERIMAX,SZ NA,CONTNR TYP CRATE W/ WELDS FROM INSPECTION, 8.625" OD X 1.344 WT,APPL TESTING USE ONLY GUNFLINT, TENARIS LINE PIPE, SERIMAX TEST WELDS,BRAND:TENARIS,BRAND:SERIMAX	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68685.A		MR-2-E	BODY,MFR:FMC,PN:P1000026071,TYP SEAL,DUMMY TEST EQUIPMENT, USED	140528	MC 948 GUNFLINT LONG LEAD	EA			1		11150	11150		
Deepwater Warehouse	Fieldwood	68686.A		MR-2-A	SEAL,MFR:FMC,PN:P161582,TYP 5,OD 12.879/12.801 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			2		658.21	1316.42		
Deepwater Warehouse	Fieldwood	68687.A		MR-2-A	SEAL,MFR:FMC,PN:P1000098349,TYP 5,OD 12.487/12.413 IN,THK 0.33 IN	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		1178	2356		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	68688.A		MR-2-F	SEAL,MFR:FMC,PN:DP-18-6253,MATL,METAL,SPCL FEATRS SBMS-11 BODY, F/SIZE: 4-1/2 IN, PRESSURE: 10 K H.SPEC OBSOLETE AND REPLACED BY P1000151418, ME	140528	MC 948 GUNFLINT LONG LEAD	EA			3		9087	27261		
Deepwater Warehouse	Fieldwood	68689.A		MR-3-F	SEAL,MFR:FMC,PN:P1000009840,MATL,METAL,SPCL FEATRS BODY DESIGN: SBMS-II,APPLI 5-15K	140528	MC 948 GUNFLINT LONG LEAD	EA			3		12116	36348		
Deepwater Warehouse	Fieldwood	68690.A		MR-2-A	SEAL,MFR:FMC,PN:P182168,TYP S,OD 14.794/14.706 IN,THK 0.3 IN,LG 0.516 IN	140528	MC 948 GUNFLINT LONG LEAD	EA			1		902	902		
Deepwater Warehouse	Fieldwood	68691.A		MR-2-A	SEAL,MFR:FMC,PN:P1000009589,TYP S, B,OD 16.755/16.655 IN TRANSFORMER,MFR:FMC,PN:215127MFR: HAMMOND, TYP DRY,PH QTY 1,REF-BB00701845	140528	MC 948 GUNFLINT LONG LEAD	EA			2		1085	2170		
Deepwater Warehouse	Fieldwood	68692.A		MR-GENERAL	TRANSFORMER,MFR:FMC,PN:215127MFR: HAMMOND, TYP DRY,PH QTY 1,REF-BB00701845	140528	MC 948 GUNFLINT LONG LEAD	EA			1		5527.88	5527.88		
Deepwater Warehouse	Fieldwood	68694.A		MR-2-A	SEAL,MFR:FMC,PN:P1000009444,TYP S, B	140528	MC 948 GUNFLINT LONG LEAD	EA			1		926	926		
Deepwater Warehouse	Fieldwood	68696.B		MW-R6-1	FUNNEL,MFR:AKER,PN:4500624158-20-002,TYP GUIDE ASSEMBLY,DIM OD 8 IN,APPLI PIG DETECTOR,REF:10217747, REF:10223677	141585	MC 698 BIG BEND LONG LEADS	EA			1		4671	4671		
Deepwater Warehouse	Fieldwood	68698.A		DWW-YARD-C-VAN 401592.1	KIT, VALVE REPAIR,MFR:WHITCO,PN:4INBBF31,VLV SZ 4 IN,OPRTG PRESS CL 300,APPLI BALL VALVE	203563	Rio Grande Spares	EA			1		3647.6	3647.6		
Deepwater Warehouse	Fieldwood	68699.A		MR-GENERAL	KIT,MFR:FMC,PN:P2000054316,TYP REDRESS,APPLI SSP WELLHEAD PLUG (SIZE: 4.673 IN),SPEC OEM SPARE PART, 15K, SUPPLIED BY HALLIBU	140528	MC 948 GUNFLINT LONG LEAD	EA			0		16460.3	0		
Deepwater Warehouse	Fieldwood	68700.A		MR-2-F	BODY,MFR:FMC,PN:P1000026073,TYP SEAL,DUMMY TEST EQUIPMENT, USED	140528	MC 948 GUNFLINT LONG LEAD	EA			1		11721	11721		
Deepwater Warehouse	Fieldwood	68701.A		MR-2-F	BODY,MFR:FMC,PN:P1000026074,TYP SEAL,DUMMY TEST EQUIPMENT, USED	140528	MC 948 GUNFLINT LONG LEAD	EA			1		11191	11191		
Deepwater Warehouse	Fieldwood	68913.B		DWW-YARD	STAND,TYP N/A,MATL JUMPER,SPCL FEATRS FABRICATION,APPLI METEROLOGY	203563	Rio Grande Spares	EA			2		156000	312000		
Deepwater Warehouse	Fieldwood	68946.A		DWW-YARD-C-VAN CCLU 667229.9	KIT,MFR:FMC TECHNOLOGIES,PN:P1000069312,TYP COMMISSIONING,CL 15000 PSI,APPLI ENHANCED HORIZONTAL SUBSEA TREE (EHXT) TUBING HANGER	139057	MC 948 GUNFLINT DEVELOPMENT	EA			2		16460.3	32920.6		
Deepwater Warehouse	Fieldwood	68949.A		MR-GENERAL	KIT,MFR:FMC TECHNOLOGIES,PN:P1000002656,TYP HORIZONTAL,APPLI ELECTRICAL FEEDTHROUGH SYSTEM	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		29817.78	29817.78		
Deepwater Warehouse	Fieldwood	68966.A		MR-S-D	VALVE, RELIEF,MFR:PARKER,PN:SMP78F-MPRA-15000-SS,VLV SZ 9/16 X 9/16 IN,CONN TYP TUBE,SET PRESS 10000 PSIG,BODY MATL SS	203563	Rio Grande Spares	EA			1		1321	1321		
Deepwater Warehouse	Fieldwood	68967.A		BW-R12-2	HEATER, WATER, ELECTRIC,MFR:RHEEM,PN:PROE30 SZ RH95 B,TYP SHORT,VOL CAPCY 30 gal,VOLT 240,WATT 4500 W		NEPTUNE	EA			1		527.685	527.685		
Deepwater Warehouse	Fieldwood	68991.B		BW-AREA 2	CYLINDER, COMPRESSED GAS,MFR:CAMERON,PN:639CH,GAS TYP NATURAL GAS,DIA 12.5 IN,OUTLT CONN TYP FLANGE,APPLI COMPRESSOR		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68992.B		BW-R7-1	PISTON,MFR:CAMERON,PN:ZQDN-TD44-0000,TYP GAS,DIM 12.5 IN,APPLI COMPRESSOR FOR WH64		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68993.B		BW-NEP-AREA	CAMSHAFT,MFR:CAMERON,PN:650-503-D00,TYP FRONT,APPLI FOR 2408 WS ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68994.C		BW-NEP-AREA	CAMSHAFT,MFR:CAMERON,PN:650-505-D00,TYP REAR,APPLI FOR 2408 WS ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68995.C		BW-R11-FL	CONNECTING ROD,MFR:CAMERON,PN:651-802-D01,TYP ENGINE,APPLI FOR 2408 WS ENGINE		NEPTUNE	EA			6		0.01	0.06		
Deepwater Warehouse	Fieldwood	68996.B		BW-R8-FL	CONNECTING ROD,MFR:CAMERON,PN:620-001-001,TYP COMPRESSOR,APPLI FOR WH64 SW COMPRESSOR FRAME		NEPTUNE	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	68997.C		BW-R7-1	ROD, PONY,MFR:CAMERON,PN:2625-021-003,TYP GAS,APPLI FOR COMPRESSOR SW WH64		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	68998.B		BW-NEP-AREA	SHAFT,MFR:CAMERON,PN:620-090-001,TYP CRANK,APPLI FOR WS COMPRESSOR WH64,MFR:CAMERON,MN-WH64		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	68999.B		BW-R10-2	HEAD, CYLINDER,MFR:CAMERON,PN:650-183-D05,TYP ENGINE,APPLI FOR WS 2408 ENGINE		NEPTUNE	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	69001.B		BW-R8-2	TURBOCHARGER,MFR:CAMERON,PN:663-313-002,TYP FOURCED AIR,APPLI FOR WS 2408 ENGINE,MFR:CAMERON,MN-RR-181/14		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69001.C		BW-NEP-AREA	TURBOCHARGER,MFR:CAMERON,PN:663-313-002,TYP FOURCED AIR,APPLI FOR WS 2408 ENGINE,MFR:CAMERON,MN-RR-181/14		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69002.A		MW-R6-1	ASSEMBLY,MFR:CAMERON,PN:2247143-25MOD,COMPRISING HOT STAB, GAUGE (PRESSURE: 10,000 PSI),APPLI PANEL, ROV	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		19414.71	19414.71		
Deepwater Warehouse	Fieldwood	69010.B		BW-AREA 2	COOLER,MFR:CAMERON,PN:655-545-D00,TYP ENTER,APPLI FOR WS 2408 ENGINE GASKET SET,MFR:CATERPILLAR,PN:293-3421,TYP CYLINDER HEAD,APPLI FOR CATERPILLAR ENGINE		NEPTUNE	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	69013.B		OS-R3-51			NEPTUNE	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	69016.B		BW-R8-1	SPACER,MFR:SEATRAX,PN:TL9013,TYP CRANE PIN,APPLI FOR BOOM HEEL CRANE BUSHING,MFR:SEATRAX,PN:TL9003,TYP CRANE PIN,APPLI FOR BOOM HEEL CRANE		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69017.B		BW-R8-1	PIN,MFR:SEATRAX,PN:TA104-2,TYP CRANE HEEL,DIA 5.5 IN,LG 13 IN		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69018.B		BW-R8-1	MTR, ELEC,MFR:TOSHIBA,PN:R0056FLF2AMH04,TYP 5 HP,APPLI FOR RPM-1165,MFR:TOSHIBA,MN:JKHFBK1180		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69020.B		BW-R10-1	MTR, ELEC,MFR:BALDOR,PN:CM7014-1,TYP 1 HP,RPM 1750,PH 3,MFR:BALDOR,MN:BY897087		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69021.B		BW-R10-1	MTR, ELEC,MFR:EMERSON,PN:HSE30,TYP 5 HP,RPM 955/1165,PH 3,MFR:EMERSON,MN:T413A		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69023.B		BW-R10-1	MTR, ELEC,MFR:BALDOR,PN:ECP3665T-4,TYP 5 HP,RPM 1750,PH 3,VOLT 460,HZ 60 ELBOW,MFR:CAMERON,PN:653-407-006,TYP EXHAUST,CONN TYP FLANGE,SZ 8 IN,MATL CAST IRON,DEG 90		NEPTUNE	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	69024.C		BW-R12-2	MTR, ELEC,MFR:EMERSON,PN:440E2E,RPM 1775,PH 3PH,VOLT 230/460 V,FR 324 HZ,60 ENCL TOTALLY ENCLOSED,SHFT DIA 2.125 IN,POLES 4,AMP 92/46 A,SPCL FEATRS POWER: 40 HP,MN:R068		NEPTUNE	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	69026.B		BW-R11-1	MTR, ELEC,MFR:BALDOR,PN:VLCP3665T,RPM 1725,PH 3PH,VOLT 208-230/460 V,FR 184LP,HZ 60,ENCL TEFC,ROT REVERSIBLE,AMP 14.9-13.8/6.9 A,SPCL FEATRS POWER: 5 HP		NEPTUNE	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	69031.B		BW-R7-1	HEAD, CYLINDER,MFR:CATERPILLAR,PN:10R-8886,DIM WD 14.5 X LG 39.5 X HT 11.25 IN,APPLI ENGINE,MN:005M06Y12P68,EQ MODEL:C7		NEPTUNE	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	69035.C		BW-NEP-AREA	SKID,MFR:PROSERV,PN:PHC-1G-10-AGT-62,SPCL FEATRS PNEUMATIC AND HYDRAULIC,APPLI NITROGEN BOOSTER PUMP	203563	Rio Grande Spares	EA			0		21259	0		
Deepwater Warehouse	Fieldwood	69038.B		BW-R6-1	VALVE,MFR:VALFORGE,PN:ABFO1,CONN 1 SZ 4 IN,CONN 1 TYP RAISED FACE,CL 150 lb	139351	MC 698 BIG BEND EXECUTE AFE	EA			2		4781.25	9562.5		
Deepwater Warehouse	Fieldwood	69088.B		MW-R19-FL	CROSSHEAD,MFR:CAMERON,PN:620-262-001,TYP RECIPROCATING,APPLI COMPRESSOR,EQ MODEL:WH64		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69113.B		BW-NEP-AREA	CROSSHEAD,MFR:CAMERON,PN:620-262-001,TYP RECIPROCATING,APPLI COMPRESSOR,EQ MODEL:WH64		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69113.C		BW-NEP-AREA	CROSSHEAD,MFR:CAMERON,PN:620-262-001,TYP RECIPROCATING,APPLI COMPRESSOR,EQ MODEL:WH64		NEPTUNE	EA			1		0.01	0.01		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	69114.B		DWW-YARD	SPOOL,TYP FLOW METER DUMMAY ID 4 IN,OD N/A LG 28.75 IN,MATL CS,SPEC PRESSURE: 1500 PSI, CONNECTION: RTI, FABRICATION	141585	MC 698 BIG BEND LONG LEADS	EA			0		34206.25	0		
Deepwater Warehouse	Fieldwood	69115.B		BW-NEP-AREA	PIN,MFR:CAMERON,PN:620-006-001,TYP CROSSHEAD,APPLI COMPRESSOR,EQ MODEL-WH64		NEPTUNE	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	69116.B		BW-R8-FL	BEARING,MFR:CAMERON,PN:625-235-001,TYP SLIPPERS, CROSSHEAD,APPLI COMPRESSOR,EQ MODEL-WH64		NEPTUNE	EA			18		0.01	0.18		
Deepwater Warehouse	Fieldwood	69119.B		BW-R8-FL	PUMP,MFR:CAMERON,PN:620-033-002,TYP OIL,APPLI WH64 COMPRESSOR COOLER,MFR:CAMERON,PN:653-902-001,TYP OIL,APPLI COMPRESSOR,EQ MODEL-WH64		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69120.B		BW-NEP-AREA	COVER,MFR:CAMERON,PN:652-803-000,TYP CAM ACCESS,APPLI ENGINE,EQ MODEL:2408 WS		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69121.C		BW-R7-2	EVAPORATOR, AIR CONDITIONER,MFR:BAYOU BOEUF ELECTRIC,PN:CAHA24D3 CONDENSER,MFR:BAYOU BOEUF ELECTRIC,PN:1C8A8000000,TYP AIR CONDITIONER		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69123.B		BW-R10-3	GUIDE,MFR:CAMERON,PN:650-469-000,TYP BUSHING, LIFTER,APPLI 2408 WS ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69125.B		BW-R10-3	SHAFT, ASSEMBLY,MFR:SOLAR,PN:458402,TYP FAN,APPLI FOR SOLAR BOOSTER COMPRESSOR COOLER,MFR:SOLAR,MN:11568006		NEPTUNE	EA			11		0.01	0.11		
Deepwater Warehouse	Fieldwood	69127.B		BW-R7-2	TRAY, CABLE,MFR:ENDURO,PN:EHL6-24-9-10,MFR:ENDURO,MN:ENDURO CLASS 20		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69128.B		DWW-YARD	GEAR,MFR:CAMERON,PN:652-306-000 REV-ARG,APPLI 2408 WS ENGINE		NEPTUNE	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	69131.B		BW-R7-2	JUMPER,MFR:CAMERON,PN:554-627-000,TYP WATER,APPLI 2408 WS ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69132.C		BW-R7-2	PLATE,MFR:CAMERON,PN:8650-631,TYP SEAL, GUIDE, PUSH ROD,APPLI 2408 WS ENGINE		NEPTUNE	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	69133.C		BW-R7-2	MANIFOLD,MFR:CAMERON,PN:853-401-001,TYP EXHAUST,APPLI 2408 WS ENGINE		NEPTUNE	EA			26		0.01	0.26		
Deepwater Warehouse	Fieldwood	69134.C		DWW-YARD	BEARING,MFR:CAMERON,PN:620-138-001,TYP MAIN,APPLI 2408 WS ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69135.B		OS-R3-52	BEARING,MFR:CAMERON,PN:904-568-001,TYP MAIN,APPLI 2408 WS ENGINE		NEPTUNE	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	69136.A		OS-R3-53	BEARING,MFR:CAMERON,PN:904-568-001,TYP MAIN,APPLI 2408 WS ENGINE		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	69136.B		OS-R3-52	BEARING,MFR:CAMERON,PN:904-568-001,TYP MAIN,APPLI 2408 WS ENGINE		NEPTUNE	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	69137.A		OS-R3-52	BEARING,MFR:CAMERON,PN:651-931-000,TYP ROD		NEPTUNE	EA			3		0	0		
Deepwater Warehouse	Fieldwood	69137.B		OS-R3-52	BEARING,MFR:CAMERON,PN:651-931-000,TYP ROD		NEPTUNE	EA			12		0.01	0.12		
Deepwater Warehouse	Fieldwood	69140.B		OS-R3-53	BEARING,MFR:CAMERON,PN:650-773-000,TYP MAIN,APPLI 2408 WS ENGINE		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69144.B		OS-R3-51	LIGHT,MFR:PAULUHN,PN:1159AYELGRD02,TYP HELIPORT,SPEC SEALED,MN:D&T 1/2-2		NEPTUNE	EA			6		0.01	0.06		
Deepwater Warehouse	Fieldwood	69145.B		OS-R3-51	LIGHT,MFR:PAULUHN,PN:1159ABLUGRD02,TYP HELIPORT,SPEC SEALED,MN:D&T 1/2-2		NEPTUNE	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	69147.B		BW-R7-FL	PUMP, CENTRIFUGAL,MFR:DURCO,PN:PBE-7808,TYP COOLING MEDIA,STD MARK III		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69148.B		BW-R12-2	ACTUATOR,MFR:ROTOR,PN:RN 119968-1,TRVL LG 713 mm,OPRTR AIR,APPLI WASTE HEAT BUTTERFLY VALVE,MN:CP/5-045-200/DA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69151.C		BW-R7-2	ASSEMBLY,TYP VALVE, ROCKER ARM,MATL NA,COMPRISING PN:650-429-000, PN:650-480-000,APPLI 2408 WS ENGINE		NEPTUNE	EA			8		0.01	0.08		
Deepwater Warehouse	Fieldwood	69153.B		BW-R10-1	MTR, ELEC,MFR:MARATHON,PN:TGS,TYP 5 HP		NEPTUNE	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	69154.B		BW-R10-1	MTR, ELEC,MFR:TECO-WESTINGHOUSE,PN:W2419048001-002,TYP 7.5 HP,MFR:TECO-WESTINGHOUSE,MN:MAX-E1		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69160.C		BW-R7-2	ROD,MFR:CAMERON,PN:NA,TYP PUSH RODS,DIM NA,MATL NA,APPLI 2408 WS ENGINE,MFR:CAMERON,TYP-E-VALVE		NEPTUNE	EA			16		0.01	0.16		
Deepwater Warehouse	Fieldwood	69161.C		BW-NEP-AREA	REDUCER,TYP FLANGED, BELL,MATL NA,CONN 1 SZ NA,CONN 1 TYP NA,CONN 2 SZ NA,CONN 2 TYP NA,SPEC EXHAUST BELL REDUCER,STD NA,APPLI 2408 WS ENGINE		NEPTUNE	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	69162.C		DWW-YARD	RAIL,TYP MAIN, FUEL,MATL NA,DIA NA,WD NALG NAR,THK NA,PRFILE NA,APPLI MAIN FUEL RAIL,SPEC 2408 WS ENGINE,STD NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69163.C		DWW-YARD	RAIL,TYP PILOT, FUEL,MATL NA,DIA NA,WD NALG NA,THK NA,PRFILE NA,APPLI 2408 WS ENGINE,SPEC MAIN FUEL RAIL,STD NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69165.B		BW-R11-1	MTR, ELEC,MFR:SIEMENS,PN:RGZEVLS0,TYP 20 HP		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69166.B		BW-NEP-AREA	PANEL,TYP ENCLOSURE,WD NALG NA,MT NA,MATL NA,APPLI SOLAR GENERATOR ENCLOSURE,SPEC SOLAR ENCLOSURE PANEL,STD NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69167.B		MW-AREA 6	FRAME,TYP ENGINE REMOVAL,DIM NA,MATL NA,SHAPE NA,STYL NA,MNTG FCLTY NA,SPCL FEATRS NA,APPLI SOLAR BOOSTER COMPRESSOR ENGINE,SPEC SOLAR ENGINE EXCHANGE FRAMES,STD NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69168.B		BW-R10-3	HOIST,TYP ENGINE REMOVAL,STYL NA,LIFTG CAPACITY NA,SPEC NA,STD NA,FNSH NA,SPCL FEATRS SOLAR HOIST,APPLI SOLAR BOOSTER COMPRESSOR ENGINE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69170.B		BW-R11-2	RADIATOR,TYP CRANE ENGINE,DIM NA,CORE QTY NA,MATL NA,APPLI SEATRAX CRANE,SPEC SEATRAX CRANE RADIATOR,STD NA		NEPTUNE	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	69173.B		OS-R3-51	SENSOR,MFR:FISHER,PN:F5845,MFR:FISHER,MN:3311		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69174.B		BW-R8-1	BRAKE,TYP BAND,TRC NA,APPLI SEATRAX BOOM WINCH,SPEC SEATRAX BRAKE BAND FOR WINCH,STD NA		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69175.B		BW-R8-1	ACTUATOR,TYP BRAKE,VOLT NA,AMP NA,WATT NA,OPRTG PRESS NA,TRVL LG NA,OPRTR NA,SPCL FEATRS NA,APPLI SEATRAX MAIN OR AUX WINCH,SPEC SEATRAX HYDRAULIC BRAKE ACTUATOR CYLINDER,STD NA		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69177.B		OS-R3-FL	HOUSING,MFR:DEL RIO INC.,PN:S8617V150WE,TYP FILTER, HP,SPEC 10,000 PSI		NEPTUNE	EA			9		0.01	0.09		
Deepwater Warehouse	Fieldwood	69179.B		OS-R2-51	HOUSING,MFR:DEL RIO INC.,PN:P8798F10WEV,TYP FILTER, HP,SPEC 10-ABS, 10,000 PSI		NEPTUNE	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	69180.B		OS-R2-51	HOUSING,MFR:DEL RIO INC.,PN:8586V10WE,TYP FILTER, HP,SPEC 10-ABS 6,000 PSI,MFR:DEL RIO INC.,MN:233-10WEV		NEPTUNE	EA			11		0.01	0.11		
Deepwater Warehouse	Fieldwood	69181.B		OS-R2-51	DAMPER, VIBRATOR,MFR:FLOWGUARD,PN:FG40863/01-5,MFR:FLOWGUARD,MN:18888A		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69183.B		BW-AREA 1	VALVE,TYP R47,CONN 1 SZ 6 IN,CONN 1 TYP NA,CL 2500,DSGN RTNG NA,OPRTD NA,MATL NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69184.B		BW-R10-FL	VALVE,MFR:FISHER,PN:129841001,TYP PNEUMATIC CONTROL,CONN 1 SZ 2 IN,CL 900,SPCL FEATRS W/ACTUATOR		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69185.B		MW-R12-2	VALVE, BALL,MFR:WKM,PN:0104238-001,CONN 1 SZ 10 IN,CONN 2 SZ 8 IN,CL 150		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69189.B		BW-R12-3	TRAY, CABLE,DIM NA,TYP 1 CRATE,MATL NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69190.C		BW-R7-1	BLOWER,TYP MOON POOL, GAS EXTRACTION,AIR FLOW CPCTY NA,AMP NA,DIA NA,VOLT NA,WATT NA,RPM NA		NEPTUNE	EA			1		0.01	0.01		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	69191.B		BW-NEP-AREA	ROPE, WIRE, DIA 3/8 IN, LG NA, CONSTR NA, CLASSIF NA, MATL SS, LAY NA, SURF TRITANT GALVANIZED		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69192.B		BW-R10-FL	MTR, ELEC, MFR: BALDOR, PN: NA, TYP 75HP, FR 365TSC		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69195.B		BW-R11-3	VALVE, TYP 6 IN, CONN 1 SZ NA, CONN 1 TYP NA, CL 600, DSGN RTNG NA, OPRTD NA, MATL NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69196.B		BW-NEP-AREA	VALVE, BUTTERFLY, VLV SZ NA, DSGN RTNG NA, CONN SZ NA, CONN TYP NA, OPRTD NA, TYP NA, TRIM NA, BODY MATL NA, MATL GR NA, SPEC WASTE HEAT BUTTERFLY VALVES		NEPTUNE				2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69197.B		DWW-YARD	ATTACHMENT, TYP NA, MATL NA, STD NA, APPLI SUB-SEA WELL ATTACHMENT		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69198.B		BW-AREA 2	CLAMP, TYP NA, DIM NA, MATL NA, MATL GR NA, APPLI RETROCLAMPS WITH LEADS KIT, TYP NA, COMPRISING NA, APPLI SCRUBBER UPGRADE KIT		NEPTUNE	EA			18		0.01	0.18		
Deepwater Warehouse	Fieldwood	69199.B		BW-NEP-AREA			NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69200.C		BW-R11-1	PUMP, TYP FLARE, FLW RATE NA, INLT SZ NA, OUTLT SZ NA, RPM NA, SPEC SO311 BOX, TYP NA, WD NA, LG NA, DP NA, MATL NA, SPEC FIRE HOSE REELS, APPLI FIRE HOSE STORAGE BOX		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69202.B		BW-R12-1	PANEL, CONTROL, MFR: TULSA HEATERS, PN: TUA-F-UMB-16, SPEC MECHANICAL SPOOL W/ CONTROL PANEL		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69203.B		BW-NEP-AREA	FLANGE, LIFTING, TYP 12 BOLT, NOM SZ NA, CONN SZ NA, CONN TYP NA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69204.B		BW-R8-3			NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69205.B		BW-R7-FL	CHAIN, TYP NA, NOM ROLLER OD NA, WD NA, MATL NA, APPLI NA, SPEC AND BINDERS		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69206.C		BW-R10-FL	GEAR, MFR: CAMERON, PN: NA, TYP IDLER, TIMING		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	69207.B		BW-R9-1	COVER, MFR: CAMERON, PN: NA, TYP VALVE, APPLI 2408 WS ENGINE		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	69208.B		BW-R9-1	BOLT, MFR: CAMERON, PN: NA, APPLI FOR VALVE COVER, 2408 WS ENGINE		NEPTUNE	EA			114		0.01016667	1.159		
Deepwater Warehouse	Fieldwood	69209.B		BW-NEP-AREA	ROLLER, MFR: CAMERON, PN: NA, TYP LIFTER, APPLI 2408 WS ENGINE		NEPTUNE	EA			13		0.01	0.13		
Deepwater Warehouse	Fieldwood	69853.A		DWW-YARD	PIPE, TYP LINE, NOM SZ N/A, OD 8.625 IN, SCH FLOWLINE SCR, WALL THK 1.250 IN, MATL N/A, MATL GR N/A, END CONN N/A, LG 40 FT, COATG EXT BARE, APPLI EXTRA SCR 70 KSI	141585	MC 698 BIG BEND LONG LEADS	FT			80		95	7600		
Deepwater Warehouse	Fieldwood	69856.A		DWW-YARD	PIPE, TYP LINE, NOM SZ N/A, OD 6.625 IN, SCH N/A, WALL THK .864 IN, MATL N/A, MATL GR X70, END CONN PLAIN END, LG 40 FT, COATG EXT R-3 FBE COATED	141585	MC 698 BIG BEND LONG LEADS	FT			17		68.59	1166.03		
Deepwater Warehouse	Fieldwood	69859.A		DWW-YARD-C-VAN 045005	CENTRALIZER, SUB-MFR: BLACKHAWK, PN: 0109342-QP0003, CASNG SZ 9.375 IN, WT 99 lb, MATL GR Q125, CONN TYP TSH-513, SPCL FEATRS W/135000 MIN YIELD BST (338) 8 BOWS 15.87 OVER BOW, MFR: BLACKHAWK, MN: R3600	201560	GC 40 02 Katmai 2	EA			34		8200	278800		
Deepwater Warehouse	Fieldwood	69966.A		MW-R19-FL	VALVE, MFR: WHITCO, PN: SDV-10400, CONN 1 SZ 6 IN, CONN 1 TYP RF, CL 300, SPCL FEATRS W/ ACTUATOR, SPEC 6" BALL VALVE, 300#, RF FLANGE ENDS, 316SS BODY AND FLANGES DEVLON SEATS AND HNBR SEALS WITH ROTORK ACTUATOR, 316 MOUNTING PLATE	141585	MC 698 BIG BEND LONG LEADS	EA			1		17343	17343		
Deepwater Warehouse	Fieldwood	69967.C		MW-R19-FL	VALVE, BALL, MFR: WHITCO, PN: SDV-10400 BALL VALVE, CONN 1 SZ 6 IN, CONN 1 TYP RF FLANGE, CL 300, BODY MATL SS, MATL GR 316, SFTGDS SEAT: DEVLON; SEAL: HNBR	141585	MC 698 BIG BEND LONG LEADS	EA			1		8671.5	8671.5		
Deepwater Warehouse	Fieldwood	70045.A		BW-R5-FL	COLLAR, STOP, MFR: HALLIBURTON, PN: 634536MFR: CENTEK, TYP HEAVY DUTY, CASNG OD 5 IN, SPCL FEATRS W/ SGL BEV	201560	GC 40 02 Katmai 2	EA			90		36.5	3285		
Deepwater Warehouse	Fieldwood	70131.A		LINEAR CONTROLS, LA	SIEMENS MOTOR: S/N: 0770680-010-1. 1250 HP 882 RPM, 4160 VT, WP11 Frame 6811 Siemens - Thunderhawk, Yard Loc: H219, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70146.A		LINEAR CONTROLS, LA	SIEMENS MOTOR: S/N: 1LE24214CC112AA3. 75 HP, 1200 RPM, 460 VT, TEFC, Frame 444T - Thunderhawk, Yard Loc: H222, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70147.A		LINEAR CONTROLS, LA	MARATHON MOTOR: S/N: W4A03767. 125 HP, 1800 RPM, 460 VR, TEFC, Frame 445T - Thunderhawk, Yard Loc: H223, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70148.A		LINEAR CONTROLS, LA	BALDOR MOTOR: S/N: A1106292137. 200 HP, 1800 RPM, 460 Volt, TEFC, Frame 447TSD - Thunderhawk, Yard Loc: H224, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70149.A		LINEAR CONTROLS, LA	Siemens MOTOR: S/N: G1211269NP7. 250 HP, 1800 RPM, TEFC, Frame B449T, Thunderhawk, climate controlled facility		THUNDERHAWK				1		0	0		
Deepwater Warehouse	Fieldwood	70207.B		MW-AREA 5	PUMP ASSEMBLY, TYP 5 STAGE HYDROFLO, SZ N/A, SPEC W/50HP, 460V SEI MOTOR, 175 FT NO 4 SENSOR CABLE SPLICED TO PT100 MOTOR SENSOR, FLOW INDUCER SLEEVE MOUNTED OVER MOTOR		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	70209.A		MW-AREA 5	MTR, ELEC, MFR: BALDOR, PN: 09H404X129G1, HP 15, RPM 1765, PH 3, VOLT 460, HZ 60		THUNDERHAWK	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	70209.A		MW-R20-2	MTR, ELEC, MFR: BALDOR, PN: 09H404X129G1, HP 15, RPM 1765, PH 3, VOLT 460, HZ 60		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70235.A		MW-R18-1	VALVE, BALL, MFR: VELAN, PN: 816.34, TYP N/A, CONN 1 SZ 4 X 3 X 4 IN, CONN 1 TYP FLANGED, CL 150-300, MATL GR F316L, REF-549		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70236.A		MR-4-E	SWITCH, SELECTOR, MFR: AKER, PN: 10263807, CNTCT ARRNGEMNT 1NO-1NC, POS QTY 2, OPRTD KEY	203563	Rio Grande Spares	EA			0		78.2	0		
Deepwater Warehouse	Fieldwood	70237.A		MR-3-B	POWER SUPPLY, MFR: AKER, PN: BB15-000312-06, I/P VOLT 90-240 V, MN-SEM105	203563	Rio Grande Spares	EA			0		3910.1	0		
Deepwater Warehouse	Fieldwood	70238.A		MR-5-C	MODULE, MFR: AKER, PN: BB14-06004-01, TYP ASSEMBLY, APPLI MODEM; SWITCH	203563	Rio Grande Spares	EA			0		4378	0		
Deepwater Warehouse	Fieldwood	70239.A		MR-4-E	FILTER, AIR, MFR: AKER, PN: 10264029, APPLI UPS INVERTER	203563	Rio Grande Spares	EA			0		977.5	0		
Deepwater Warehouse	Fieldwood	70240.A		DWW-YARD-C-VAN 433422 0	FLYING LEAD, MFR: OCEANEERING, PN: 428781, ELECTRICAL (4 WAY), LG 120 m	140528	MC 948 GUNFLINT LONG LEAD	EA			2		18244	36488		
Deepwater Warehouse	Fieldwood	70241.A		MW-R5-3	FLYING LEAD, MFR: OCEANEERING, PN: 428782, OPTICAL, LG 100 m	140528	MC 948 GUNFLINT LONG LEAD	EA			1		85079	85079		
Deepwater Warehouse	Fieldwood	70243.A		DWW-YARD	FLYING LEAD, MFR: OCEANEERING, PN: 428779, 14 WAY, 11 LINE, LG 100 m, STEEL	140528	MC 948 GUNFLINT LONG LEAD	EA			0		249560	0		
Deepwater Warehouse	Fieldwood	70244.A		DWW-YARD	FLYING LEAD, MFR: OCEANEERING, PN: 428778, 14 WAY, 14 LINE, LG 125 m, STEEL	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		249560	249560		
Deepwater Warehouse	Fieldwood	70247.A		MW-R5-3	FLYING LEAD, MFR: OCEANEERING, PN: 46154, ASSEMBLY, ACOUSTIC SAND DETECTOR	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		49819	49819		
Deepwater Warehouse	Fieldwood	70248.B		MW-AREA 5	PUMP, SUBMERSIBLE, TYP JOCKEY, OUTLT PRESS N/A, DISPLCMNT N/A, TOT HD N/A, RPM 3600, OUTLT SZ N/A, OUTLT CONN TYP N/A, WD 8 IN, MATL N/A, SPEC FREQUENCY: 60 HZ, CURRENT: 65 A, VOLTAGE: 460 V, POLE QTY: 2P		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	70277.A		MW-AREA 5	TRANSMITTER, RADAR, MFR: ROSEMOUNT, PN: S302FA1P1N4AE0903CKESM1Q4S4, TYP GUIDED WAVE, O/P 4-20 mA, CONN TYP NPT, CONN SZ 1/2-14 IN		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70278.A		BW-AREA 2	ELEMENT, HEATER, MFR: GAUMER PROCESS, PN: 1F1S10F36N91XM4ERRTD, TYP N/A, VOLT 460, WATT 180, T80P RINGE 200 DEG C, SPEC 3PH, 14478/2100 KP AND PSJ, APPLI BUYBACK PREHEATER, EQ MODEL HBG-4040 4G		THUNDERHAWK	EA			1		0.01	0.01		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	70280.A		MW-AREA 5	TRANSFORMER,MFR:CLUTLER HAMMER,PN:48M226T49CUE, TYP DRY TYPE DISTRIBUTION,JP VOLT 480/PH QTY 3,O/P VOLT 208/120 V/HZ 60,TEMP RTNG 150 DEG C,ENCL TYP NEMA 2,SPCL FEATRS CLASS 220 INSULATION		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70282.A		MW-R18-1	PUMP,TYP WASH DOWN,FLW RATE N/A,INLT SZ N/A,OUTFLT SZ N/A,OPRTG PRESS 250 PSI,RPM N/A,SPCL FEATRS TEMPERATURE: 100 DEG F,MIN:1K1.5 X 1LF 0P/4.94MFR:FLOWSERVE,MN-MK3 LO-LO		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	70283.A		MW-R20-2	MTR, ELEC,TYP N/A,HP 30,RPM 1700,PH 3,VOLT 460,FR 286TC,HZ 60,SF 1.15,ENCL N/A,INSUL CLASS N/A,AMP 36		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70284.A		MW-R20-1	PUMP,MFR:FLOWSERVE,PN-PBA-6410-20-30,TYP COOLING,OPRTG PRESS 250 PSI,SPCL FEATRS TEMPERATURE: 100 DEG F,MFR:FLOWSERVE,MN-MK3-STD		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70285.A		MW-R20-1	NOZZLE,TYP SUPER SONIC FLOW,CONN SZ 2-1/2 IN,CONN SZ 2-1/2 IN,CONN TYP NPT,FLW RATE N/A,MATL N/A,MATL GR N/A,APPLI VENTURI FLANGE		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70286.A		BW-R5-1	FLANGE,TYP VENTURI,DIM 4-1/16,CONN SZ N/A IN,MATL N/A,MATL GR BX155 CRA,OPRTG PRESS 10,SPEC 4130,STD API		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70401.A		BIW-R12-1	HEATER, WATER, ELECTRIC,MFR:RHEEM,PN-PROE28 S2 HR95,VOL CPTY 28 89/1 VOLT 240,AMP 18.8,WATT 4500		NEPTUNE	EA			1		468.055	468.055		
Deepwater Warehouse	Fieldwood	70522.B		MW-R12-FL	ASSEMBLY,MFR:CAMERON,PN:278639-01,TYP TEST STUMP,SPCL FEATRS W/ PLUG INSTALLED	141829	MC 948 2 STD02 GUNFLINT D&E	EA			1		84664.5	84664.5		
Deepwater Warehouse	Fieldwood	70523.A		MW-R20-3	HUB,TYP ELECTRICAL MOTOR,STYL N/A,SZ N/A,MATL N/A,ENCL N/A,APPLI ARIEL VRIU COMPRESSOR,SPEC W/ BOLT AND FLEX PLATE,EQ MODEL JGC-D			EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70525.A		MW-R20-FL	VALVE, CONTROL,TYP N/A,VLV SZ N/A,CONN TYP FLARE,CL N/A,DSGN RTNG N/A,BDY MATL SS,FLW RATE N/A,APPLI INLET SEP 8,STYL N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70526.A		DWW-YARD	RACK,TYP N/A,MATL N/A,DIM N/A,APPLI MOTOR SHIPPING FRAME, SALT WATER LIFT PUMP		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70527.A		BW-R5-1	VALVE, BALL,TYP N/A,OPRTD GEAR,CONN 1 SZ 6 IN,CL N/A,BDY MATL COPPER,MATL GR N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70528.A		DWW-YARD	RACK,TYP BOAT STORAGE MATL WOOD,DIM N/A		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	70529.A		BW-R2-2	VALVE, RELIEF,VLV SZ 3 IN,CONN TYP N/A,PRESS RANGE 1991-2262 PSI,SET PRESS N/A,OPRTD N/A,BDY MATL N/A,MATL GR N/A,MATL SPEC F51,TRIM SEAT: DEVLON,SFTGDS VITON,SPCL FEATRS CLASS 500		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70530.A		MW-R18-FL	VALVE, RELIEF,TYP BLOWDOWN,VLV SZ 3 IN,CONN TYP N/A,SET PRESS N/A,OPRTD N/A,BDY MATL N/A,MATL GR N/A,APPLI GLYCOL SYSTEM		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70531.A		BW-R2-1	PLATE, ASSEMBLY,MFR:ALFA LAVAL,PN:30110-69628,MATL TITANIUM,DIM THK 0.7 MM,APPLI HEAT EXCHANGER,SPEC W/ NBR GLUED GASKET,REF-M15B		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70533.A		MW-R20-2	MTR, ELEC,TYP N/A,HP 1.5,RPM 1740,PH 3,VOLT 460,FR 145TC,HZ 60,SF N/A,ENCL TEFC,INSUL CLASS N/A,AMP N/A		THUNDERHAWK	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	70533.A		MW-R20-3	MTR, ELEC,TYP N/A,HP 1.5,RPM 1740,PH 3,VOLT 460,FR 145TC,HZ 60,SF N/A,ENCL TEFC,INSUL CLASS N/A,AMP N/A		THUNDERHAWK	EA			5		0.01	0.05		
Deepwater Warehouse	Fieldwood	70669.A		BW-AREA 2	GLASS, SIGHT,MFR:K-TEK,PN:0803-7454-16,TYP BRIDLE,APPLI B SEPARATOR,MFR:K-TEK,MN-KM265/566/D9F1F1D9/WJ215/WJ715/M2P/D/55		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70670.A		MW-R18-2	KIT,TYP N/A,COMPRISING 48 IN MOURING BUOY FRAME ACCESSORIES, 30 IN BUOY, ANCHOR, 60 M WIRE ROPE AND HARDWARE,PKG QTY 7,SPCL FEATRS W/ ACCESSORIES, MODEM BATTERY BOTTLE 3X,APPLI 75 KHZ ADCP BATTERY UNIT		THUNDERHAWK	EA			7		0.01	0.07		
Deepwater Warehouse	Fieldwood	70672.A		MW-AREA 6	KIT,TYP HARDWARE,COMPRISING FLASHING TERM BOX, DRY GAS, TGD AND TANDEM SEAL ASSEMBLIES, FLANGES, COVER PLATES AND BRACKETS,APPLI FLEX PIPE SECTIONS, GENERATOR / ENGINE REMOVAL		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70673.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 3/4 IN,CONN 1 TYP THREADED,CL 3000,BDY MATL CS2,MATL GR CS2		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70674.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 3/4 IN,CONN 1 TYP RTJ,CL 1500,BDY MATL CS,MATL GR WCB		THUNDERHAWK	EA			7		0.01	0.07		
Deepwater Warehouse	Fieldwood	70675.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 2 IN,CONN 1 TYP RF,CL 1500,BDY MATL N/A,MATL GR CS2		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70676.A		MW-R20-1	VALVE, BALL,TYP MONOFLANGE,CONN 1 SZ 2 IN,CONN 1 TYP RTJ,CL 1500,BDY MATL CS,MATL GR LF2		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	70677.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 3 IN,CONN 1 TYP RF,CL 1500,BDY MATL CS,MATL GR LCC		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70678.A		MW-R20-1	VALVE, BALL,TYP N/A,CONN 1 SZ 3/4 IN,CONN 1 TYP N/A,CL 6000,BDY MATL N/A,MATL GR N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	70679.A		BW-R5-1	FLANGE, ADAPTOR,BASE MATL X155,APPLI N/A,CONN TYP XXHD,CONN SZ 4-1/16 IN,DSGN RTNG N/A		THUNDERHAWK	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	70800.A		DWW-YARD-C-VAN 402189 0	CROSSOVER, CASING,TOP CONN SZ 9.875 IN,TOP CONN WT 62.80 lb/ft,TOP CONN TYP TSH-523,BOT CONN SZ 5 IN,BOT CONN WT 18 lb/ft,BOT CONN TYP BLANK,MATL GR 4145-110K,PROCESS NALG NA	AFE FW183040	KATMAI	EA			2		5110	10220		
Deepwater Warehouse	Fieldwood	71173.A		MW-R20-1	FLANGE, SPECIAL PURPOSE,TYP CONCENTRIC,DIM 3 IN,STYL WELD ON FLANGE,BLT HOLE QTY N/A,PCD N/A,MATL N/A,MATL GR N/A,SPEC WIRELOC PN# H3WL25		THUNDERHAWK	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	71224.C		DWW-YARD	CAP,MFR:TRENDESETTER,PN:A1001622,TYP LONG TERM PRESSURE,DIM DIA NO 10 STAND,MFR:TRENDESETTER,PN:A10045473,TYP JUMPER FABRICATION,SPCL FEATRS COMMERCIAL SIZE: SHORT, NO 10 TEST HUBS	140528	MC 948 GUNFLINT LONG LEAD	EA			2		151100	302200		
Deepwater Warehouse	Fieldwood	71225.C		DWW-YARD	CAP,MFR:TRENDESETTER,PN:A1001620,TYP SHORT TERM PRESSURE,DIM DIA NO 6 TNDL,MFR:TRENDESETTER,PN:A1003797,TYP CLASS 6/7 TORQUE, SKID,SPCL FEATRS SOFTLAND/DRAWDOWN	140528	MC 948 GUNFLINT LONG LEAD	EA			2		186200	372400		
Deepwater Warehouse	Fieldwood	71235.C		DWW-YARD	CAP,MFR:TRENDESETTER,PN:A1001620,TYP SHORT TERM PRESSURE,DIM DIA NO 6 TNDL,MFR:TRENDESETTER,PN:A1003797,TYP CLASS 6/7 TORQUE, SKID,SPCL FEATRS SOFTLAND/DRAWDOWN	140528	MC 948 GUNFLINT LONG LEAD	EA			2		51000	102000		
Deepwater Warehouse	Fieldwood	71243.C		DWW-YARD	CAP,MFR:TRENDESETTER,PN:A1001620,TYP SHORT TERM PRESSURE,DIM DIA NO 6 TNDL,MFR:TRENDESETTER,PN:A1003797,TYP CLASS 6/7 TORQUE, SKID,SPCL FEATRS SOFTLAND/DRAWDOWN	140528	MC 948 GUNFLINT LONG LEAD	EA			1		148047.57	148047.57		
Deepwater Warehouse	Fieldwood	71245.C		DWW-YARD	STAND,MFR:TRENDESETTER,PN:A1004704	140528	MC 948 GUNFLINT LONG LEAD	EA			2		172450	344900		
Deepwater Warehouse	Fieldwood	71312.A		DWW-YARD	KIT,MFR:TRENDESETTER,ENG,PN:KIT CONSISTS OF PART NUMBERS A1002599,A1002512,A1002606,TYP TOOL,COMPRISING 6/046 GASKET REPLACEMENT TOOL KIT	140528	MC 948 GUNFLINT LONG LEAD	EA			2		100500	201000		
Deepwater Warehouse	Fieldwood	71313.A		DWW-YARD	KIT,MFR:TRENDESETTER,ENG,PN:PART NUMBERS CONSISTING OF A1002599,A1002977,A1002993,TYP TOOL, GASKET,SPEC 10/063	140528	MC 948 GUNFLINT LONG LEAD	EA			2		105595	211190		
Deepwater Warehouse	Fieldwood	71398.A		BW-R8-FL	LINER,MFR:SUPERIOR,PN:651-014-D100,APPLI ENGINE CYLINDER		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71400.A		OS-R3-S3	RING, PISTON,MFR:SUPERIOR,PN:651-763-000,APPLI ENGINE,SPEC SET		NEPTUNE	EA			5		0	0		
Deepwater Warehouse	Fieldwood	71401.A		OS-R3-S1	PUMP,MFR:CATERPILLAR,PN:137-1330,TYP WATER,EQ MODEL3412		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71402.A		OS-R3-S3	PUMP,MFR:CATERPILLAR,PN:7N6128,TYP FUEL TRANSFER,APPLI ENGINE,EQ MODEL3412		NEPTUNE	EA			2		0	0		
Deepwater Warehouse	Fieldwood	71403.A		OS-R3-S2	BEARING ASSEMBLY,MFR:SUPERIOR,PN:650-909-006,TYP UPPER, LOWER,SPCL FEATRS QTY: 2		NEPTUNE	EA			11		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	71404.A		OS-R3-52	BEARING ASSEMBLY,MFR:SUPERIOR,PN:650-908-000,TYP UPPER, LOWER,SPCL FEATRS QTY: 2		NEPTUNE	EA			6		0	0		
Deepwater Warehouse	Fieldwood	71407.A		OS-R3-53	BEARING ASSEMBLY,MFR:SUPERIOR,PN:650-909-101,TYP UPPER, LOWER,SPCL FEATRS QTY: 2		NEPTUNE	EA			4		0	0		
Deepwater Warehouse	Fieldwood	71567.A		BW-R5-3	VALVE, CONTROL,MFR:EDGEN MURRAY,PN:204824-7,VLV SZ 3 IN,CONN TYP RF,OPRTG PRESS 20 PSIG,BDY MATL CS ASTM A216 GR WCC,TRIM CAGE: SS ASTM A351 CF8M/316, SHAFT: ENP SS ASTM A564 630 (1075), ECCENTRIC PLUG: SS 316	203563	Rio Grande Spares	EA			1		9116	9116		
Deepwater Warehouse	Fieldwood	71568.A		MW-R16-3	VALVE, CONTROL,MFR:EDGEN MURRAY,PN:204823-1,TYP BUTTERFLY, 150 RF FISHER-CVN,1052-8560,VLV SZ 6 IN,CONN TYP RF,DSGN RTNG CL 150,BDY MATL CS	203563	Rio Grande Spares	EA			0		11523	0		
Deepwater Warehouse	Fieldwood	71569.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,PN:204879-4MFR: ANDERSON GREENWOOD,VLV SZ 1 X 2 IN,SET PRESS 250 PSIG,REF:102 IRS-E-15 -OR-J	203563	Rio Grande Spares	EA			0		6692	0		
Deepwater Warehouse	Fieldwood	71571.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,PN:204879-8MFR: AGCO,VLV SZ 1 X 2 IN,CONN TYP RF,SPCL FEATRS DESIGN RATING: CL 150,REF:1E2JOS-E315	203563	Rio Grande Spares	EA			0		3830	0		
Deepwater Warehouse	Fieldwood	71572.A		DWW-YARD-C-VAN CPU 03011222G1	LEAD, ELECTRICAL,MFR:OCEANEERING,PN:445521,TYP FLYING LEAD (EFL),TERM TYP 12 WAY,LEAD OVRL LG 180	140528	MC 948 GUNFLINT LONG LEAD	EA			0		23466	0		
Deepwater Warehouse	Fieldwood	71589.A		BW-R7-3	ASSEMBLY,MFR:SUPERIOR,PN:1050,SZ 10.5 IN,COMPRISING ROD, PISTON,APPLI COMPRESSOR		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71592.A		BW-R8-1	ASSEMBLY,MFR:GRAND ISLE SHIPYARD INC.,PN:465856977,TYP TURBINE EXTRACTION SUPPORT		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71815.A		MR-3-F	7 WAY TEST CONNECTOR , 1 TYP MALE CONNECTOR. MFR: ODI, PN: 1037413		NEPTUNE	EA			3		0	0		
Deepwater Warehouse	Fieldwood	71837.B		DWW-YARD	KIT,MFR:SOLAR TURBINES,PN:FT10611-102,TYP TOOL		NEPTUNE	EA			1		0	0		
Deepwater Warehouse	Fieldwood	71839.A		OS-R2-FL	ARIEL CYLINDER AND 2 PALLET PARTS		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	72252.A		LINEAR CONTROLS, LA	CRATE WITH REBUILT CRANKSHAFT, SLEEVE BEARINGS AND THRUST PLATE		THUNDERHAWK	EA			1		0	0		
Deepwater Warehouse	Fieldwood	72253.A		BW-AREA 2	FLYING LEAD,MFR:OCEANEERING,PN:043751,14 WAY, 11 LINE,LG 100 m,STEEL VALVE, BALL,MFR:AKER,PN:6" BBA31MFR: MOMA,CONN 1 SZ 6 IN,CONN 1 TYP RF,CL 300,S/N:012-15001001	142679	MC 782 DANTZLER DEVELOPMENT	EA			0		148918.5	0		
Deepwater Warehouse	Fieldwood	72491.A		MW-R20-FL	VALVE, BALL,MFR:AKER,PN:6" ABA71MFR: MOMA,CONN 1 SZ 6 IN,CONN 1 TYP RF,CL 150,S/N:27QUA-15022601 & 27QUA-15022602	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		38479	38479		
Deepwater Warehouse	Fieldwood	72492.A		MW-R19-1	VALVE, BALL,MFR:AKER,PN:8" BBA31MFR: MOMA,CONN 1 SZ 8 IN,CONN 1 TYP RF,CL 300,S/N:27QUA-15022501	139351	MC 698 BIG BEND EXECUTE AFE	EA			2		25459.85	50919.7		
Deepwater Warehouse	Fieldwood	72493.A		MW-R19-FL	BODY,MFR:ODI,STATES,PN:P016769,TYP FORGING,DIM 8 IN,S/N:14468, W/ FLANGE FORGING (8 IN PROD SCR, SN: 9080-1, 9080-2), TEST COUPON	139351	MC 698 BIG BEND EXECUTE AFE	EA			1		55370.2	55370.2		
Deepwater Warehouse	Fieldwood	72495.A		BW-R6-2	FORGING/ROUGH MACHINING (8 IN PRODUCTION, SN: 003)	141585	MC 698 BIG BEND LONG LEADS	EA			1		305035.48	305035.48		
Deepwater Warehouse	Fieldwood	72496.A		MR-3-F	SIMULATOR,MFR:AKER,PN:10189751,APPLI ACOUSTIC PIG DETECTOR,S/N:SIM-13-11-12126	203563	Rio Grande Spares	EA			0		9284	0		
Deepwater Warehouse	Fieldwood	72497.A		MR-3-F	SIMULATOR,MFR:AKER,PN:10189475,APPLI ACOUSTIC SAND DETECTOR,S/N:SIM-13-11-12127	203563	Rio Grande Spares	EA			0		9284	0		
Deepwater Warehouse	Fieldwood	72498.A		MR-3-F	SIMULATOR,MFR:AKER,PN:10233298MFR: ROXAR,SPCL FEATRS DIGITAL PSI/TEMP,S/N:22560-02-01	203563	Rio Grande Spares	EA			0		4318	0		
Deepwater Warehouse	Fieldwood	72499.A		BW-AREA 2	PUMP,MFR:MILTON ROY,PN:532H238(CS2,FLW RATE 129 GAL/HR,INLET CONN TYP NPT,OUTLT CONN TYP NPT,OPRTG PRESS 3450 PSI	203563	Rio Grande Spares	EA			1		94000	94000		
Deepwater Warehouse	Fieldwood	72637.A		MW-R16-3	CLAMP:TYP FLEXIBLE JUMPER HEAD,DIM N/A,MATL N/A,MATL GR N/A,APPLI 1 SET CONSISTS OF 2 PIECES / WITH ANODES,SPEC SWL 5.4 T	203925	Big Bend Riser Gas Lift Swap	EA			2		23690	47380		
Deepwater Warehouse	Fieldwood	72639.A		BW-AREA 2	PUMP, DIAPHRAGM,MFR:MILTON ROY,PN:MCM091-8LPGCFEAMPST33C,OPRTG PRESS 15 GPH AT 10000 PSI,SPEC 3/4 IN MP CONNECTIONS, 115V XP ELECTRONIC ACTUATORS, DOUBLE BALL CHECKS, RUPTURE DETECTION W/GAUGE,STD 30155 DIAPHRAGMS,MFR:	203563	Rio Grande Spares	EA			1		150000	150000		
Deepwater Warehouse	Fieldwood	72926.A		MW-AREA 6	ASSEMBLY,MFR:CAMERON,PN:2207813-31,TYP INSERT RETRIEVABLE,COMPRISING PLUG, SPECIAL GROOVED CAGE,SPCL FEATRS EQUAL 100 PCT CV TRIM, 7 IN NOSE ON INSERT,APPLI SUBSEA CONTROL CHOKE 10K,EQ MODEL CCASDR	203563	Rio Grande Spares	EA			0		87145	0		
Deepwater Warehouse	Fieldwood	72986.C		DWW FRONT YARD	ASSEMBLY,MFR:TRENDESETTER,PN:TE-101277-00MFR: FREUDENBERG, TYP LOWER,COMPRISING (2) HUBS/PLET, (2) PLETS/WELL, (2) WELL	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		33710.32	67420.64		
Deepwater Warehouse	Fieldwood	73016.A		DWW-YARD	ASSEMBLY,MFR:MURPHY,PN:61192,TYP 4 PART SPREADER BAR W/SLINGS,DIM 82 LONG X 52 WIDTH IN,SPEC MAX LIFTING CAPACITY 8 TONS		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	73029.B		MW-R15-2	ASSEMBLY,MFR:OCEANEERING,PN:0428337-MODMFR: OIE,TYP (27) WAY CAP,COMPRISING 27 X 3/2 HUNTING RS FEMALE VP COUPLER, ROV PANEL, (2) TWO 3-WAY BALL VALVE, 17H DUAL PORT HOT STAB RECEPTACLE,SPCL FEATRS YIELD: 10 KSI,APPLI M2 REMOVABLE PLATE	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		74161.31	74161.31		
Deepwater Warehouse	Fieldwood	73035.A		MW-R20-FL	VALVE, CONTROL,MFR:MASONELAN,PN:FVP110,VLV SZ 3" APPLI POSITIONER RING, BACK-UP,MFR:BAKER HUGHES,PN:H056226100,TYP V/D 2.366 IN,OD 2.74-2.75 IN,SPCL FEATRS LENGTH: 0.188 IN, INTER COMPANY PURCHASES MUST HAVE BATCH OR APPROVED CERTIFICATIONS W/SHIPMENTS REGULATED TRACEABLE C1 CRITICAL TO		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	73375.A		MR-4-D	RING, BACK-UP,MFR:BAKER HUGHES,PN:H0A0161400,ID 1.662 IN,OD 1.826 IN,THK 0.48 IN,SPCL FEATRS LENGTH: 0.78 IN, W/SCARP 45-065 CONCAVE CRITICAL BATCH MANAGED,MN:BPS-F202/PE30,MN:SERIES 100	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		216.8	216.8		
Deepwater Warehouse	Fieldwood	73378.A		MR-5-D	PLATE,MFR:ALFA LAVAL,PN:30110-69630,MATL SS,THK 0.5-0.6 mm,SPCL FEATRS W/ (287) TI PLATES, 0.5 MM NBRP CLIP-AD GASKETS,APPLI HEAT EXCHANGER,MN:MX25-MFO	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		87.2	87.2		
Deepwater Warehouse	Fieldwood	73999.A		BW-AREA 2	FLANGE:TYP BLIND,DIM DIA 6 IN,CONN SZ N/A,CL 2500,MATL N/A,MATL GR N/A		THUNDERHAWK	EA			3		0.01	0.03		
Deepwater Warehouse	Fieldwood	74001.A		BW-R5-1	FLANGE:TYP BLIND,DIM DIA 8 IN,CONN SZ N/A,MATL N/A,MATL GR N/A,MN:SERIES 1500		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74002.A		BW-R5-1	FLANGE:TYP BLIND,DIM DIA 8 IN,CONN SZ N/A,MATL N/A,MATL GR N/A,MN:SERIES 150		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74003.A		BW-R5-1	CENTRALIZER,TYP COLUMN PIPE,CASING SZ N/A,ID N/A,OD N/A,LG N/A,MATL N/A,HOLE SZ N/A,CONN TYP N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74004.A		MW-R19-1	PLATE,MFR:ALFA LAVAL,PN:30110-69626,SPCL FEATRS W/ (163) TI PLATES, 0.7 MM NBRP GLUED ON GASKETS,APPLI HEAT EXCHANGER,MN:MX25-BFO		THUNDERHAWK	EA			4		0.01	0.04		
Deepwater Warehouse	Fieldwood	74006.A		BW-AREA 1	PUMP, INJECTION,MFR:CHECKPOINT PUMPS,PN:P8412HCNQ3,TYP ASSEMBLY, DOUBLE ACTING,N/LT SZ 3/4 IN,SPCL FEATRS MATERIAL: SS 31 XWL CYLINDER, CER PLUG (MATERIAL: TFE/PEEK/FK),MFR:CHECKPOINT PUMPS,MN:8400		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	74100.C		BW-R11-FL	COMPUTER,MFR:AKER,PN:BB15-000731-05MFR: PANASONIC,TYP LAPTOP,BRAND:TOUGHBOOK,BRAND:UNKNOWN		NEPTUNE	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	74124.B		MR-GENERAL			EA				0		5792.315	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	74178.A		DWW-YARD-C-VAN 133919.9	MTR, ELEC,MFR:EDGEN MURRAY,P/N:MTR-30-18-TE-286TC-841-BP,HP 30,RPM 1800,VOLT 120,SPCL FEATRS C FACE HORIZONTAL, SPACE HEATERS IN ACCORDANCE WITH BALDOR/BP,MFR:RELIANCE,MN-841XL,TAG-PBA-6205,PBA-6206,PBA-6207	203563	Rio Grande Spares	EA			1		5300	5300		
Deepwater Warehouse	Fieldwood	74179.A		DWW-YARD-C-VAN 133919.9	MTR, ELEC,MFR:EDGEN MURRAY,P/N:MTR-15-18-TE-254TC-841-BPMFR: BALDOR,HP 15,RPM 1800,VOLT 120,FR 254TC,SPCL FEATRS C-FACE HORIZONTAL, SPACE HEATERS, IN ACCORDANCE WITH BALDOR/BP,MFR:RELIANCE,MN-841XL,TAG-PBA-6441 THRU PBA-6249	203563	Rio Grande Spares	EA			1		4200	4200		
Deepwater Warehouse	Fieldwood	74189.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,P/N:3K4ILT-JBS-E15-J/SPL,VLV SZ 3 X 4 IN,SET PRESS 245 PSIG,TAG:PSV-4070A AND PSV-4080A	203563	Rio Grande Spares	EA			0		10550	0		
Deepwater Warehouse	Fieldwood	74190.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,P/N:204879-1MFR: SWAGELOK,TYP MAIN SAFETY,VLV SZ 6 X 8 IN,PRESS RANGE CL 150,SET PRESS 100 PSI,OPRTD PILOT,SPCL FEATRS PILOT WETTED INTERNALS DUPLEX,MFR:EDGEN MURRAY,MN-44305R68/51,REF-443	203563	Rio Grande Spares	EA			0		18297	0		
Deepwater Warehouse	Fieldwood	74191.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,P/N:204879-5,VLV SZ 1 X 2 IN,CONN TYP RTJ X RF,PRESS RANGE CL 300/1500,SET PRESS 2100 PSIG,MFR:EDGEN MURRAY,MN-85316D12/51,TAG:PSV-1210A	203563	Rio Grande Spares	EA			0		9425	0		
Deepwater Warehouse	Fieldwood	74192.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,P/N:201822-1MFR: SWAGELOK,TYP MAIN SAFETY,VLV SZ 8 X 10 IN,PRESS RANGE CL 150,SET PRESS 250 PSIG,OPRTD PILOT,SPCL FEATRS PILOT WETTED INTERNALS DUPLEX FITTINGS, DUPLEX TUBING,MFR:EDGEN MURRAY,MN-44305T810/SPL	203563	Rio Grande Spares	EA			0		91380	0		
Deepwater Warehouse	Fieldwood	74193.A		BW-R5-FL	VALVE, RELIEF,MFR:EDGEN MURRAY,P/N:204879-2,VLV SZ 6 X 8 IN,SET PRESS 50 PSIG,MFR:EDGEN MURRAY,MN-6QBUBS-E15,TAG:PSV-2020	203563	Rio Grande Spares	EA			1		25825	25825		
Deepwater Warehouse	Fieldwood	74194.A		MW-R16-2	VALVE, CONTROL,MFR:EDGEN MURRAY,P/N:204824-1MFR: MASONELIAN,TYP ANGLE RECIPROCATING MODIFIED LINEAR TRIM,VLV SZ 3 IN,CONN TYP RTJ,CL 900,DSGN RTNG 21-45 PSIG,OPRTG PRESS 55 PSIG,BDY MATL STEEL	203563	Rio Grande Spares	EA			0		25840	0		
Deepwater Warehouse	Fieldwood	74195.A		MW-R16-2	VALVE, CONTROL,MFR:EDGEN MURRAY,P/N:204824-3MFR: MASONELIAN,TYP ANGLE GLOBE,VLV SZ 4 IN,CONN TYP RTJ,CL 900,DSGN RTNG 3-15 PSIG,BDY MATL STEEL ASTM A216.5,STYL BOLTED BONNET	203563	Rio Grande Spares	EA			0		33252	0		
Deepwater Warehouse	Fieldwood	74195.A		MW-R17-2	VALVE, CONTROL,MFR:EDGEN MURRAY,P/N:204824-3MFR: MASONELIAN,TYP ANGLE GLOBE,VLV SZ 4 IN,CONN TYP RTJ,CL 900,DSGN RTNG 3-15 PSIG,BDY MATL STEEL ASTM A216.5,STYL BOLTED BONNET	203563	Rio Grande Spares	EA			0		33252	0		
Deepwater Warehouse	Fieldwood	74256.B		BW-NEP-AREA	COOLER,MFR:ITT STANDARD,P/N:SN514206048009,TYP OIL,APPLI GLYCOL HEAT EXCHANGER		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74267.A		BW-R5-1	VALVE, BALL,P/N:NA,CONN 1 SZ 3 IN,CONN 1 TYP RTJ,CL 2500,BDY MATL CS,MATL GR N/A		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74268.A		BW-R5-1	ELBOW, PIPE,P/N:NA,DEG 90,RADIUS LONG,NOM SZ 4 IN,CONN TYP BW,SCH 160,MATL CS,MATL GR A234 WPB		THUNDERHAWK	EA			2		0.01	0.02		
Deepwater Warehouse	Fieldwood	74271.B		MW-AREA 4	UNIT, TYPE: PETU-PORTABLE ELECTRIC TEST, MFR: CAMERON, PN: 223184-38; MFR DRG: SK-066184-25 CAMERON	131068	MC 519 FABRICATION	EA			0		54199.13	0		
Deepwater Warehouse	Fieldwood	74288.B		BW-R3-FL	GENERATOR,MFR:SOLAR TURBINES,P/N:NEP0001,TYP CART		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	74292.B		DWW-YARD	PLATFORM,MFR:GRAND ISLE SHIPYARD INC.,P/N:3X20X150,TYP METAL GRATING, GALVANIZED,DIM 3 FT WIDE X 20 FT LONG, X 1-1/2 IN THICKNESS,MATL STEEL SUB,MFR:NOV,P/N:3018443-CTM57,TYP SAVER, TDX-1250, SHOULDER TO SHOULDER,JD 4.00 IN,OD 10.00 IN,MATL CS,LG 7.35 IN,CONN TYP NC77 STRESS RELIEF PIN X CTM-57 PIN		NEPTUNE	EA		5		0.01	0.05			
Deepwater Warehouse	Fieldwood	74362.A		DWW-YARD-C-VAN 402189.0	PIG, PIPE,MFR:KNAPP POLY PIG,P/N:GUNFLINT SPCL,TYP ULTRASEAL LITE CRISS-CROSS,DIM 6.75 IN	142981	MC 782.2 DANZLER COMPLETION	EA			2		7029.9	14059.8		
Deepwater Warehouse	Fieldwood	74397.B		MR-GENERAL	PIG, PIPE,MFR:KNAPP POLY PIG,P/N:GUNFLINT SPCL V2,TYP ULTRASEAL LITE	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		637.5	637.5		
Deepwater Warehouse	Fieldwood	74398.B		MR-GENERAL	PIG, PIPE,MFR:KNAPP POLY PIG,P/N:GUNFLINT SPCL V2,TYP ULTRASEAL LITE	139057	MC 948 GUNFLINT DEVELOPMENT	EA			1		918.75	918.75		
Deepwater Warehouse	Fieldwood	74438.A		MW-R17-1	VALVE, RELIEF,MFR:EDGEN MURRAY,P/N:204879-7,CONN SZ 1 IN 1500LB RTJ X 2 IN 300LB RF,SET PRESS 2100 PSIG,BDY MATL CS,SPEC TAG: PSV-1010,MFR:EDGEN MURRAY,MN-85316D12/5	203563	Rio Grande Spares	EA			0		9425	0		
Deepwater Warehouse	Fieldwood	74442.A		MW-R17-2	VALVE, BUTTERFLY,MFR:EDGEN MURRAY,P/N:204824-6,VLV SZ 8 IN,DSGN RTNG 150,CONN TYP FULL LUG/THRU HOLE RF,OPRTD ACTUATOR/POSITIONER AIR TO OPEN, FAIL CLOSE, 100 PSIG AIR SUPPLY,TRIM ROTARY/HARD FACED SEAT, ECCENTRIC PLUG,BDY MATL STEEL	203563	Rio Grande Spares	EA			0		9460	0		
Deepwater Warehouse	Fieldwood	74486.A		MW-R17-3	VALVE, CONTROL,MFR:EDGEN MURRAY,P/N:204824-8,TYP GLOBE RECIPROCATING MULTI-STAGE 4 PLUG RATED CV-1,VLV SZ 1 IN,CONN TYP RTJ,CL 1500,OPRTG PRESS 38-45 PSIG BENCH SET, AIR TO OPEN, FAIL CLOSE, 50 PSIG AIR SUPPLY,BDY MATL STEEL, A216	203563	Rio Grande Spares	EA			0		20477	0		
Deepwater Warehouse	Fieldwood	74547.A		BW-R5-3	VALVE, CONTROL,MFR:MASONELIAN,P/N:35-35212,TYP GLOBE ROTARY,VLV SZ 6 IN,CONN TYP RF FLANGE,CL 150,BDY MATL A216 WCC, TRIM LINEAR, RATED CV 500,OPRTN MTHD FIELOBUS INPUT, AIR TO OPEN, FAIL CLOSE,SPCL FEATRS TAG LV-1040B	203563	Rio Grande Spares	EA			1		14675	14675		
Deepwater Warehouse	Fieldwood	74673.A		MR-GENERAL	ADAPTOR,MFR:GRAYLOC,P/N:H90123-482,CONN 1 TYP 1502 FEMALE,LG 5.25 IN,DIM DIA 1.61 IN,MATL AISI 4140,SPCL FEATRS 2 GR14 2 WECO, 100K,APPLI 15000 PSI MAX SERVICE	142679	MC 782 DANZLER DEVELOPMENT	EA			1		2385	2385		
Deepwater Warehouse	Fieldwood	74674.A		MR-GENERAL	CLAMP,MFR:GRAYLOC,P/N:A90148-5WB,TYP (2) PIECE,DIM LG 5.25 IN,SPCL FEATRS THREAD: 3/4-10 UNC, W/ (4) BOLTING, STUD (ASME SA193 B7(2) NUT (ASTM A194 2H), SPH FACE	142679	MC 782 DANZLER DEVELOPMENT	EA			1		202	202		
Deepwater Warehouse	Fieldwood	74792.B		MR-3-8	GASKET,MFR:CAMERON,P/N:2035804-08,TYP ASSEMBLY,NOM SZ 6 IN,PRESS RTNG 10000 PSI, MN-SERIES S-AX			EA			3		2907.75	8723.25		
Deepwater Warehouse	Fieldwood	74921.B		BW-AREA 2	PUMP,MFR:BORNEMANN PUMPS INC.,P/N:W6-52K-37,TYP WET OIL,FLW RATE 171.6 GAL/MIN,RPM 1700		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	75139.C		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,P/N:0205858,HYDRAULIC, 7 LINE,275 FEET	127682	VK 917 1 5T2 DRILL	EA			1		20000	20000		
Deepwater Warehouse	Fieldwood	75140.C		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,P/N:0205859,HYDRAULIC, 11 LINE,150 FEET	127682	VK 917 1 5T2 DRILL	EA			1		20000	20000		
Deepwater Warehouse	Fieldwood	75149.A		MW-R15-3	JUNCTION PLATE, SUBSEA,MFR:OCEANEERING,P/N:423604,TYP 14 WAY FIXED,SPCL FEATS PO: GUN-SS-NEI-PRO-POR-0003 / 6.11, SPEC: S-110113-001,APPLI GUNFLINT SURPLUS	140528	MC 948 GUNFLINT LONG LEAD	EA			1		34780	34780		
Deepwater Warehouse	Fieldwood	75150.A		MR-GENERAL	MT,MFR:AKER,P/N:10228980,TYP ELECTROSTATIC DISCHARGE SIMULATOR,SPCL FEATRS PO: BBD-SSNEI-PRO-POR-0011, SPEC: S-317793-1, B-12639275,APPLI BIGBEND SURPLUS	203563	Rio Grande Spares	EA			0		35000	0		
Deepwater Warehouse	Fieldwood	75151.A		MR-GENERAL	CONTROL,MFR:AKER,P/N:BB13-060176-18,TYP ICON TOPSIDE 1200 DUAL CHANNEL ELECTRIC,SPCL FEATRS SPEC: S-1401/B/MS201, B-12045660, PO: BBD-SSNEI-PRO-POR-0011,APPLI BIGBEND/DANZLER SURPLUS	203563	Rio Grande Spares	EA			0		3000	0		
Deepwater Warehouse	Fieldwood	75152.A		MR-GENERAL	CONTROL,MFR:SCHLUMBERGER,P/N:BB15-KM1245-02,TYP ICON SEM,SPCL FEATRS PO: BBD-SSNEI-PRO-POR-0011, SPEC: S-434, B-12758927,APPLI ESUCDHPT SUBSEA, BIGBEND/DANZLER SURPLUS	203563	Rio Grande Spares	EA			0		14000	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	75153.A		MR-4-D	GAUGE,MFR:SCHLUMBERGER,PN:10195207,TYP DOWNHOLE PRESSURE TEMPERATURE,APPLI ESUC, BIGBEND/OGM SURPLUS,SPEC PO: BBD-SSNEI-PRO-POR-0011, SPEC: S-857, B-11762839	203563	Rio Grande Spares	EA			1		14000	14000		
Deepwater Warehouse	Fieldwood	75328.A		BW-AREA 1	TOOL,MFR:SOLAR TURBINES,PN:3A461/2,APPLI ENGINE LIFT		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	75328.B		BW-AREA 1	TOOL,MFR:SOLAR TURBINES,PN:3A461/2,APPLI ENGINE LIFT		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	75330.A		MW-AREA 6	KIT,MFR:SOLAR TURBINES,PN:3A461,APPLI COMPRESSOR ENGINE REMOVAL VALVE, RELIEF,MFR: ANDERSON GREENWOOD,VLV SZ 3 X 4 IN,CONN TYP RTJ X RF,PRESS RANGE 300/900 lb,SET PRESS 2025 PSIG,OPRTD N/A,BDY MATL N/A,MATL GR N/A,MFR:ANDERSON GREENWOOD,MN:85314K34/SPL,MN:PSV-1010		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	75413.A		MW-R16-3	VALVE, RELIEF,MFR:ANDERSON GREENWOOD,PN:204879-10,VLV SZ 4 X 6 IN,CONN TYP RTJ X RF,PRESS RANGE 300/900 lb,SET PRESS 2025 PSIG,OPRTD PILOT,BDY MATL DUPLEX SS,MATL GR 4A,MATL SPEC ASME S489S,ORFC SZ 2.853 IN,STD API,MN:PSV-1030	203563	Rio Grande Spares	EA			0		36013	0		
Deepwater Warehouse	Fieldwood	75414.A		MW-R16-3	VALVE, RELIEF,MFR:ANDERSON GREENWOOD,PN:204879-10,VLV SZ 4 X 6 IN,CONN TYP RTJ X RF,PRESS RANGE 300/900 lb,SET PRESS 2025 PSIG,OPRTD PILOT,BDY MATL DUPLEX SS,MATL GR 4A,MATL SPEC ASME S489S,ORFC SZ 2.853 IN,STD API,MN:PSV-1030	203563	Rio Grande Spares	EA			0		33874	0		
Deepwater Warehouse	Fieldwood	75637.A		MW-R8-2	O RING,MFR:BAKER HUGHES,PN:HWB8130V45,INDUS STD 130,MATL FKM (95), VITON (45),APPLI C1 CRITICAL TO HSE CRITICAL BATCH,STD AS 569,REF:B201	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		22	22		
Deepwater Warehouse	Fieldwood	75638.A		MR-5-D	O RING,MFR:BAKER HUGHES,PN:HWB8214V45,INDUS STD 214,MATL FKM (95), VITON (45),APPLI C1 CRITICAL TO HSE CRITICAL BATCH,STD AS 569,REF:B201	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		15.24	15.24		
Deepwater Warehouse	Fieldwood	75639.A		MW-R8-2	PACKING, PREFORMED,MFR:BAKER HUGHES,PN:H056226200,ID 2.362 IN,OD 2.763 IN,SPLC FEATRS CRITICAL BATCH MANAGED, W/ 0.188 IN LG C1 CRITICAL TO HSE, SIZE: 2.75 IN,APPLI PACKING UNIT SUB	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		74.2	74.2		
Deepwater Warehouse	Fieldwood	76004.B		MW-R16-FL	COVER,MFR:OCEANEERING,PN:0440030,TYP LONG TERM PROTECTIVE,SPLC FEATRS W/ LOOP AUX PLATE, M1 TYPE	140528	MC 948 GUNFLINT LONG LEAD	EA			0		49296	0		
Deepwater Warehouse	Fieldwood	76363.B		BW-R7-3	PUMP, SUBMERSIBLE,MFR:S&N PUMPS,PN:9504,APPLI SEA WATER LIFT,MFR:S&N PUMPS,MN:K4000-2MFR:S&N PUMPS,MN:NU311-2/75		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76349.B		OS-GENERAL	SERVER, AUTOMATIC DATA PROCESSING,MFR:DELL,PN:7596361		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76351.B		OS-GENERAL	SERVER, AUTOMATIC DATA PROCESSING,MFR:DELL,PN:8596361		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76393.B		BW-NEP-AREA	PUMP ASSEMBLY,MFR:BAKER HUGHES,PN:SE5257H211,APPLI PIPELINE PUMPS,STD THRUST CHAMBER		NEPTUNE				1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76396.B		OS-R2-S2	COMPUTER,MFR:SCHEIDER ELECTRIC,PN:3715-0153110015006,TYP FLAT PANEL INDUSTRIAL,MFR:SERIES/VERSION:3700,MN:3715T		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76398.B		OS-R2-S2	COMPUTER,MFR:SCHEIDER ELECTRIC,PN:3715-1010310230030,TYP FLAT PANEL INDUSTRIAL,MFR:SERIES/VERSION:4700,MN:4715T		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76539.B		DWW-YARD	TRAY, CABLE,MFR:ENDURO,PN:EHL6-18-09-20,DIM WD 18 IN X LG 20 FT,MN:ENDURO CLASS 20		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	76551.A		MW-R17-1	VALVE, RELIEF,MFR:ANDERSON GREENWOOD,PN:46305-34/S1/SPL,TYP PILOT OPERATED,VLV SZ 4 IN,SPEC 204879-9,MFR:SERIES/VERSION:463,TAG:PSV-1300	203563	Rio Grande Spares	EA			0		10063	0		
Deepwater Warehouse	Fieldwood	76741.B		DWW-YARD	PIPE, PVC,PN:1015,NOM PIPE SZ DESGNTN 10 IN,80,LG 15 ft,SPLC FEATS ORIGINALLY A 20 FT JOINT, BELIEVED TO BE SPEARS PVC PIPE PART NUMBER 1828		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	77341.B		MW-R15-FL	CAP,MFR:OCEANEERING,PN:0429335,TYP 26 LINE LOGIC, (27) WAY,CONN TYP FEMALE,APPLI M2 REMOVABLE PLATE EQUIPED WITH 26 X 0.5 HUNTING RS,SPLC FEATRS VP COUPLER, PRESSURE: 10000 PSI	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		58431	58431		
Deepwater Warehouse	Fieldwood	77342.B		MW-R15-FL	CAP,MFR:OCEANEERING,PN:0429336,TYP 22 LINE LOGIC, (27) WAY,CONN TYP FEMALE,APPLI M2 REMOVABLE PLATE EQUIPED WITH 22 X 0.5 HUNTING RS,SPLC FEATRS VP COUPLER, PRESSURE: 10000 PSI	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		58431	58431		
Deepwater Warehouse	Fieldwood	77415.B		BW-AREA 2	PUMP,MFR:DURCO,PN:2K3X1.5-13RV,TYP CENTRIFUGAL,INLT SZ 3 IN,OUTLT SZ 1.5 IN,APPLI HP FLARE SCRUBBER,MFR:SERIES/VERSION:MK 3 STD		THUNDERHAWK	EA					0.01	0		
Deepwater Warehouse	Fieldwood	77616.B		MR-GENERAL	STUD ASSEMBLY,MFR:FASTENAL,PN:15826.75,DIA 1-5/8 IN,THD NCLG 26-3/4 IN,STUD MATL CS,MATL GR A193,CL 87,NUT QTY 2,NUT TYP HEX HEAD,NUT GR 2H,NUT MATL CS,APPLI FOR BLEED RING ON FASTNAL 6040 PUMP		THUNDERHAWK	EA			8		0.01	0.08		
Deepwater Warehouse	Fieldwood	77898.A		MW-R8-2	ASSEMBLY,MFR:OCEANEERING,PN:990541313,TYP ANODE CLAMP,SPLC FEATRS W/ 3/8 IN DIA X 6 FT WIRE ROPE,OCEANEERING,REF-DWG. NO. 990541276	143752	MC 948 4 GUNFLINT COMPLETION/L	EA			1		4500	4500		
Deepwater Warehouse	Fieldwood	77955.A		MW-AREA 4	PLATE, ASSEMBLY,MFR:AKER,PN:10055501,TYP OB, TEST / FLUSH 4-WAY CROSSHEAD,MFR:CAMERON,PN:620-021-001,TYP GUIDE, WS,APPLI WH 64 COMPRESSOR	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		36612	36612		
Deepwater Warehouse	Fieldwood	78188.B		DWW-YARD	COMPRESSOR		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	78194.C		MW-R18-2	ASSEMBLY,MFR:SOLAR TURBINES,PN:219477-103,TYP OUTER EXHAUST CONE PUMP ASSEMBLY,MFR: BORNEMANN PUMPS INC.,MFR: RELIANCE,TYP N/A,SZ N/A,SPEC W/ MOTOR (50 HP, 1800 RPM, 841XL, TFC, 3/60/460, 3269T),MN:W6-SZK-37 EXECUTION 16,TAG:PBA-6065, PBA-6060	203563	THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	78227.A		MW-AREA 3	PUMP ASSEMBLY,MFR:PEERLESS,PN:10LB-2,TYP 2 STAGE,SPEC BALLAST, MATERIAL: CAST BRONZE, 1ST STAGE 7.4 IN, 2ND STAGE		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	78304.B		BW-AREA 1	500D,MFR:ROD-PHIN SERVICES LLC,PN:JN12483,SPLC FEATRS TABLE,APPLI GENERATOR CHANGE OUTE		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	78305.B		DWW-YARD	TOOL KIT,MFR:SOLAR TURBINES,PN:FT20060-100,TYP LIFT,APPLI FOR GEARBOX C40-T60		THUNDERHAWK	EA			0		0.01	0		
Deepwater Warehouse	Fieldwood	78391.B		MW-R18-1	PIPE,NOM SZ 4 IN,OD 4.5 IN,SCH 80,WALL THK 0.337 IN,WT 14.98 lb/ft,MATL CS,MATL GR ASTM A106,GR B,PROCESS SEAMLESS,END CONN PEB,LG SRL		NEPTUNE	FT			38		0.01	0.38		
Deepwater Warehouse	Fieldwood	78486.B		DWW-YARD	PIPE,NOM SZ 3 IN,OD 3.5 IN,SCH 80,WALL THK 0.300 IN,WT 10.25 lb/ft,MATL CS,MATL GR ASTM A106,GR B,PROCESS SEAMLESS,END CONN PEB,LG SRL		NEPTUNE	FT			22		0.01	0.22		
Deepwater Warehouse	Fieldwood	78487.B		DWW-YARD	ASSEMBLY,MFR:AKER,PN:10217716,COMPRISING (12 WAY), (12) LINE) FIXED JUNCTION PLATE, INBOARD TEST AND FLUSHING	141585	MC 698 BIG BEND LONG LEADS	EA			1		14969.81	14969.81		
Deepwater Warehouse	Fieldwood	78522.B		DWW-YARD	ANGLE, STRUCTURAL,WD 3 X 3 IN,MATL THCK 1/4 IN,WT 4.9 LB,FT, LG 20 FT,MATL MS ASTM A36,PROCESS HOT ROLLED,SURF TRTMT HOT DIPPED GALVANIZED		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	79835.A		BW-NEP-AREA	PUMP,MFR:PUMP WORKS,PN:330-00112-1000,DIM 6 IN,INLT SZ 1 IN,OUTLT SZ 1.5 IN,MFR:PUMP WORKS,MN:PWJA		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	80019.B		FLW-R2-FL	PUMP,MFR:MILTON ROY,PN:PW96(115)R40H131/BI,CS VV2,TYP METHANOL,FLW RATE 129 GAL/HR,OPRTG PRESS 1900 PSI		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	80022.B		BW-AREA 2	PUMP,MFR:MILTON ROY,PN:PP146(175)S(AA)32H23BDX/BI,CS VV2,TYP METHANOL,FLW RATE 128 GAL/HR,OPRTG PRESS 3451 PSI		THUNDERHAWK	EA			1		0.01	0.01		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	80026.B		BW-R3-FL	MTR, ELEC,MFR:RELIANCE,P/N:7407345-001,TYP P,HP 30,RPM 1765,VOLT 460,FR 286TC,HZ 60,AMP 36.1		THUNDERHAWK	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	81034.A		BW-AREA 1	DUCT,MFR:SOLAR TURBINES,P/N:1091389-101,TYP EXPANSION KIT,DIM 36 INCH		NEPTUNE	EA			1		0.01	0.01		
Deepwater Warehouse	Fieldwood	81057.A		BW-NEP-AREA	BATTERY,MFR:GNB,P/N:3-100G31,TYP VRLA STACKABLE,VOLT 6,CURRENT CPCTY 1500 NOM AH CAP (100HR),DIM 8.59 IN W X 40.25 IN LG X 26.38 IN H,APPLI PHOTOVOLTAIC,BRAND:ABSOLYTE GP,MFR:GNB,MN:M87012100130144ALV CLAMP,TYP TUBING PROTECTOR,SZ 6.675 IN,DIM LG 25.25 IN,OD 9.11 IN,MATL LOW CS,MATL SPEC ASTM A1011,SPCL FEATRS W/ DUAL CHANNELS AND BEVELED ENDS,APPLI OVER THE COUPLING, (1) LEFT CHANNEL (OD: 1.525 IN), (1) LEFT TO RIGHT UMBILICAL CHANNEL		NEPTUNE	EA		1		0.01	0.01			
Deepwater Warehouse	Fieldwood	82828.A		N/A	1-Blue Conex Box with Subsea Parts and Accessories-BENNU, ID 000686-3A	206595	GUNFLINT #4 STIMULATION				160		149.7	23952		
Deepwater Warehouse	Fieldwood				GASKET, RING JOINT, CODE:VX-2,MATL:SS,MATL GR:316,CL:15000PSI,APPLI:WELLHEAD (SIZE: 18-3/4IN),MFR:VETCO						1		0	0		
Deepwater Warehouse	Fieldwood	07248.A		MW-10-2	GRAY,P/N:111053-1,EQ MODEL:MS-700	AFE FW193004	TROIKA				2		0	0		
Deepwater Warehouse	Fieldwood	57731.A		MW-10-2	GASKET,MFR:VETCO GRAY,P/N:H10993-2,TYP VGX-2,PRESS RTNG 15000 PSI,DIM 18.75	AFE FW193007	TROIKA				3		4683	14049		
Deepwater Warehouse	Fieldwood	56483.A		N/A	Seal, MFR: FMC Technologies, P/N:73-694-037, MATL Metal						0		6322.07	0		
Deepwater Warehouse	Fieldwood	56480.A		N/A	Seal, MFR: FMC Technologies, P/N: P1000062046, MATL Metal						0		14454.29	0		
Deepwater Warehouse	Fieldwood	50706.A		MW - AREA 3	ASSEMBLY, TYP: TUBING HANGER, SZ: 5 1/2 IN, 29.70 VAM TOP, CL: HH MATL GR: ASTM A182-F6NM,COMPRESSING:(1) DHPT, (3) CD, (3) DLP, (2) SV,SPCL FEATRS: 15,000 PSI W/O CROWN PLUGS, MFR: FMC TECHNOLOGIES, P/N:P1000041325) CAP, TREE,TYP:ROV MATL:UHMW (E50114),MATL GR: HH TRIM, PRESS RTNG:15,000 PSI,APPLI:INCL; 3RD TEST BARRIER TO ANNULUS VIA HOT STAB, ANTI-BACKOFF TO LOCK MANDREL OF THE TUBING HANGER, SPEC:35-250 DEG F TEMP RING, MFR: FMC TECHNOLOGIES, P/N: P181226	AFE FW205014	GUNFLINT			1		573670	573670			
Deepwater Warehouse	Fieldwood	50705.A		DWW-YARD-C-VAN CPU 03011222G1	Spare FMC Crown Plug Redress Kit						1		201405	201405		
Deepwater Warehouse	Fieldwood			N/A	Crown Plug						0		0	0		
Deepwater Warehouse	Fieldwood	50704.A		DWW-YARD-C-VAN CPU1 03011222G1	Assembly, TYP: Upper & Lower Crown Plugs, SZ-41 IN, MATL:HH TRIM, MATL GR: 9CR Alloy 718,SPCL FEATRS:15K PSI, APPLI: F/Tubing HANGER, SPEC: SBMS, MFR: FMC TECHNOLOGIES, P/N: P180150						1		146027	146027		
Deepwater Warehouse	Fieldwood	46459.A		MW-R11-3	RECEPTACLE, MALE, FIXED, 2.000 IN 1/16IN, API 6A FLANGE, MODEL: UH-575-550, UNITECH, PN: 32391						1		82317.5	82317.5		
Deepwater Warehouse	Fieldwood	46462.A		MW-R15-1	CONNECTOR, MALE, TEST, W/9/16 AEMP, MODEL: UH-575-550, UNITECH, PN: 32623						2		73957.5	147915		
Deepwater Warehouse	Fieldwood	46460.A		MW-R12-3	CONNECTOR, FEMALE, FITTED W/A GRAYLOCK HUB & BRACING, MODEL: UH-575-550, UNITECH, PN: 32392						2		132263.75	264527.5		
Deepwater Warehouse	Fieldwood	46466.A		MW-R12-3	CAP, PROTECTION, FOR FEMALE CONNECTOR UH-575/550, UNITECH, PN: 27387						2		8692.5	17385		
Deepwater Warehouse	Fieldwood	52339.A		BW-AREA 3	Pup Joint, Tubing: MFR: Vallourec, PN: 4" Pup Joint, NOM SZ 5 1/2" Inc, WT 29.70, MATL GR JFE HP-2 13 CRM-115, CONN TYP VAM HC, TOP CONN TYP PIN, Bot CONN TYP PIN, LG 4FT	AFE FW205014	GUNFLINT				1		2289.9	2289.9		
Deepwater Warehouse	Fieldwood	50737.A		BW-AREA 3	Pup Joint, Casing: TYP: JFE, NOM SZ 5 1/2, WT 29.70, MATL: ALLOY, MATL GR: 13 CR 115, Process: VAM Top HC Coupling, TOP CONN TYP: Box, BOT CONN TYP PIN, Lf: 4 FT, SPCL FEATRS: HP-2	AFE FW205014	GUNFLINT				1		3747.845	3747.845		
Deepwater Warehouse	Fieldwood	84412.A		MR-4-E	FITTING, MFR: PETRO TECHNOLOGIES, PN: 150M871 REV C,TYP SUBSEA, RUN SZ 9/16 IN MTM X 1/2 IN POTH	206595	GUNFLINT #4 STIMULATION				6		5314.68	31888.08		
Deepwater Warehouse	Fieldwood	27496.A		DWW-YARD	CONTROL LINE, HYDRAULIC, SINGLE, 0.500 IN X 0.065 WT, INCOLOY 825 MATERIAL, WELDED, ENCAPULATED, TRANSAQUA FILLED, METAL DRUM, NOBLE QCP, SCHLUMBERGER, PN: 40100000000-4_MSC	206595	GUNFLINT #4 STIMULATION				7000		12.568795	87981.565		
Deepwater Warehouse	Fieldwood	62304.A		DWW-YARD	TUBE, MFR: BAKER HUGHES, PN: H30796-13, TYP DUAL CHEMICAL INJECTION LINE FLAT PACK, OD 1/2 IN, MATL ALLOY, MATL GR 825	206595	GUNFLINT #4 STIMULATION				7000		15.29	107030		
Deepwater Warehouse	Fieldwood			DWW-YARD	4-Chikan 3" 6000 Pup Joint (Male x Female); 1-Chikan 6000 Tee Joints (Male x Male x Female); 1-Chikan 3" 6000 Tee Joint (Female xFemale x Male) 0-3" 150 Check Valve with Chikan 3" 6000 Male x Female								0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	1-4" 150 Check Valve with Chikan 4" 6000 Male x Female; 1-6" 150 Blind Flange; 1-6" 150 Blind Flange with 1/2 NPT Inlet; 20-Chikan Pipe Joints (various sizes); 7-4" x 20" (4700) UHMWP Chemical Hoses: 4-4"90's; 1-4" Camel; 1-3" Camel; 12-2" Wire Rope Slings: 1-80X (Loose NUTS, BOLTS & GASKETS)								0	0		
Deepwater Warehouse	Fieldwood			BW-R5-2	Spool Tubing						1		0	0		
Deepwater Warehouse	Fieldwood			BW-R4-1	Spool Wire						2		0	0		
Deepwater Warehouse	Fieldwood			MW-AREA 3	Pallet-Rack On Pallet (Must Be Stored In Upright Position)						1		0	0		
Deepwater Warehouse	Fieldwood			MW-AREA 6	Tubing Hanger Emergency Recovery Tool ASSY: SN 111432828-01						1		0	0		
Deepwater Warehouse	Fieldwood			N/A	Tubing Hanger, STM-15, 4 1/16" x 2-1/16" NOM 10000PSI WP Special w/5 1/2 17# Reg Fox K Thd, w/2X SCSV, 2X CL, 1X TH Controlled Landing, 1X Test Between Seals, 1XEXAL Elec Pen, PSI 3, Matl CLS 'FF' 35-250 Deg F/ SN: 11457446-1						0		0	0		
Deepwater Warehouse	Fieldwood			MW-R8-FL	TUBING HANGERS, P/N 2124128-01						2		0	0		
Deepwater Warehouse	Fieldwood			MW-R7-FL	TUBING HANGER HANDLING TEST TOOLS, P/N 2124135-01						1		0	0		
Deepwater Warehouse	Fieldwood			MW-RB-1	TUBING HANGER HANDLING TEST TOOLS, P/N 2124135-01						1		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	TUBING HANGER RUNNING TOOL, P/N 2124129-01						1		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	INTERVENTION CAP, P/N 2124118-01						1		0	0		
Deepwater Warehouse	Fieldwood			MW-R7-FL	DUMMY HANGER, P/N 2124139-01, S/N 11186901-01						1		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	Lead Impression Tool, P/N 2124133-01						1		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	TRT Test Cap, P/N 2124626-01						0		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	TRT Test Cap Test Skid, P/N 2124121-01						0		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	Tool Skid 8 x 8 x 7, P/N 2124137-01						2		0	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	1-Box OD Spares 4 x 4 x 4						1		0	0		
Deepwater Warehouse	Fieldwood			MW-AREA 6	Tree Cap Running Tool ASSY: P/N 2099720-02, SN: 26-1567						1		0	0		
Deepwater Warehouse	Fieldwood			BW-R9-1	BORE PROTECTOR, P/N 2141626-10, S/N 111207432-01						1		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Orings THRT Control Line Stabs-P/N KB1632-216, MFR. OneSubsea						23		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Back Up Ring for THRT Control Line Stabs-P/N NO 3008-216, MFR. OneSubsea						21		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Seal 1 3/8" OD-P/N 142895-55-01-03, MFR. OneSubsea						14		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Seal 5 1/2" OD-P/N 20-120919195-1, MFR. OneSubsea						2		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Oring-P/N 702645-45-31, MFR. OneSubsea						6		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Backup Ring-2 1/2"E1037 OD-P/N NO 3008-230, MFR. OneSubsea						8		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Backup Ring-4 7/8" OD P/N NO 3008-249, MFR. OneSubsea						8		0	0		
Deepwater Warehouse	Fieldwood			MR-GENERAL	Couplers for Gunflint 15K Manifold-P/N 0437828, MFR. Oceaneering						2		0	0		
Deepwater Warehouse	Fieldwood			N/A	4-J Lock Tools						0		1,000.00 each	0		
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Guide Funnel Components; P/N 2330216-01; S/N 0335-01						1		0	0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value	
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA DUMM# POD; P/N 60031311; S/N 9523237807360						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Tubing Hanger; P/N 2156145-01; S/N 113324065-01						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Tooling; P/N 2124159-01 X2; S/N 45284821-1; S/N 45284821-4						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Tooling Red Paint on Components w/NCR Stamps:TROIKA Spool Piece; P/N 2124584-01-B01; S/N 45605849-1-1;						1		0	0			
Deepwater Warehouse	Fieldwood			N/A	G2 Tubing Hanger W/Upper and Lower SSR Plugs; P/N 2055294-12; S/N 110357224-01						0		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	Tubing Hanger Running Tool; Tubing Hanger Running Tool Handling Test Tool, Tubing Hanger; THRT-Cameron Rental 26-M-0128, P/N 21456145-01						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Adapter; P/N 100072958;S/N SST-33827						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Seal ASSY's-Three (3) Pallets:MacPac Clamps; P/N 2099099-3 X2; S/N 11196376-1						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Clamp; Shell ID# 24464:TROIKA Tooling; P/N 1000061862;S/N 5124-00-1; Slings; P/N 1000022786; S/N 366059-1-1; Seal Assy P/N 169220;S/N 2012-10-0589N						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	DMC Tooling P/N: P147721; S/N 2082810-01						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	Seal Assy P/N 143264; S/N 2013-05-1451H						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	TROIKA Tooling P/N 1000052576 v4; TROIKA Tooling P/N 1000052576 x4						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	HGR P/N 1000061862; S/N 2013-11-943H						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SEAL P/N 1000090225; S/N 82164-3						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SEAL P/N 1000086840; S/N 2008-02-1056H						1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SEAL P/N 168737; S/N 84190-1						1		0	0			
Deepwater Warehouse	Fieldwood			N/A	TROIKA Oil Cooler-Asset # H 573-A G1: 1-18.75 Gasket (To be Crated for Shipping) P/N 041700-47-01-1-Sea Chest P/N 104120-0000								0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	1- Test Stand P/N 0428793									0	0		
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28933		TROIKA				6		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28934		TROIKA				3		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28799		TROIKA				3		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28800		TROIKA				2		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28801		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-3	1/4" National Coupler Welded Assembly P/N 743-28925		TROIKA				2		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-2	Semi Subsea Elec Module P/N BAA-43101		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	0.16 L Diaphragm Accumulator P/N 436-29107		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Subtle Valve Assembly P/N 742-21493		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Pilot Filter Assembly P/N 115-28944		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Filter Assembly (High Pressure) P/N 125-28880		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Filter Assembly (Low Pressure) P/N 125-28882		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	Anchorage Block P/N 402-28627		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	10 L Accumulator P/N 436-28711		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	2.5L Accumulator P/N 436-29710		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			N/A	Master Control Station (MCS) 0-200M2 Pentium Motherboard P/N 720-30154; 0-SCSI Card 1540 P/N 720-30155; 0-PLC Little Star P/N 905-28845		TROIKA						0	0			
Deepwater Warehouse	Fieldwood			MW-R7-3	ACC, BLDR, 3KPS, 11 Gallon P/N 822787		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			BW-AREA 1	SCM (POD) P/N BAA-43000		TROIKA				2		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SCM Running Tool P/N BAA-72000		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SCM Running Tool Shipping Frame P/N BAA-71100		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			DWW-YARD	SCM Shipping Frame P/N BAA-71000		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	SCM Handling Tool P/N 782-21860		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R6-2	Choke Blanking Cap (SN-C2) P/N A109941-65		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-2	Choke Insert P/N MV0151V2P2		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	3 Way 2 Position Piloted Operated Directional Control Valve P/N 834337		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			MW-R7-1	8-Way EFL 230 FT P/N BAA-41000		TROIKA				1		0	0			
Deepwater Warehouse	Fieldwood			BW-R8-2	Handling Sub P/N 2123000-01; S/N 2657807220/ 952-3045685-90						1		0	0			
Deepwater Warehouse	Fieldwood			N/A	1-Washing Machine "New" No Asset # for Neptune Spar VK 826-A									0	0		
Deepwater Warehouse	Fieldwood			N/A	5-VX-2 Gasket 18.750 Stainless Steel. 15 KSI MWSP; Item # 111053-1/HTS Code 8484.10.0000; 05/15/19 3-Shipped to One Subsea Morgan City, LA to Chuck Williams for FW 193004								0	0			
Deepwater Warehouse	Fieldwood			N/A	5-Molded Nitrile VX Gasket, Stainless Steel, 18.750-10000 PSI MSP; Item # 111227-1/HTS Code 8484.10.0000; 05/15/19 3-Shipped to One Subsea Morgan City, LA to Chuck Williams for FW 193004								0	0			
Deepwater Warehouse	Fieldwood	82830.A		MR-R10-2	SkoFlo CMIV 100278-L200-L201-R-ODI-00-H dual core LF/LF MOD Bus -ODI-ROV S/N 4231 10,000 PSIG		TA-3				0		0	0			
Deepwater Warehouse	Fieldwood	82831.A		MW-R10-1	SkoFlo CMIV 100278-L200-L201-R-ODI-00-H dual core LF/LF MOD Bus -ODI-ROV S/N 4232 10,000 PSIG		TA-2				0		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree cap Test Stand : 13x11x5 Wt. 5,000 Lbs.						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Debris Cap: 2x2x1 Wt 200 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Shipping Skid: 16x11x16 Wt 6,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Shipping Skid: 16x11x16 Wt. 6,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Test Skid: 14x10x3 Wt. 10,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Running tool test Skid: 10x10x3 Wt 7,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	MacPac Jumper Structure: 11x9x7 6,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	MacPac Jumper Structure: 11x9x7 6,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	MacPac Hub on Spool: 6x2x2 Wt. 1,000 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	MacPac Spool with Clamp: 4x2x2 Wt 2,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Cap Running tool with Guide funnel: 13x3x4 Wt 1500 Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Cap Top Plate: 4x4x1 Wt 1,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Cap Skirt: 4x4x4 Wt 2,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tree Cap: 4x4x5 Wt 5,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Intervention Tree Cap: 4x4x7 Wt 5,500lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Tubing Hanger Stand: 2x2x1 200Lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Emergency Tree connector unlocking tool: 19x9x9 Wt. 12,000 lbs						1		0	0			
Deepwater Warehouse	Fieldwood			DWW YARD - SE CORNER	Debris Cap with Hotstap: 2x2x4 Wt. 800Lbs						1		0	0			
Deepwater Warehouse	Fieldwood	82832.A		OS-R2-53	PI003922						10		0	0			
Deepwater Warehouse	Fieldwood	82833.A		OS-R2-53	PI003924						10		0	0			
Deepwater Warehouse	Fieldwood	82834.A		OS-R2-53	PI14340						6		0	0			
Deepwater Warehouse	Fieldwood	82835.A		OS-R2-53	Trendsetter Eng. P/N 6400-04-10-55						1		0	0			
Deepwater Warehouse	Fieldwood	82836.A		OS-R2-53	Lonestar PI004141						4		0	0			
Deepwater Warehouse	Fieldwood	82837.A		OS-R2-53	Lonestar PI005846						6		0	0			
Deepwater Warehouse	Fieldwood	82838.A		OS-R2-53	Cameron S-Ax Gasket, P/N 2165231-06						1		0	0			
Deepwater Warehouse	Fieldwood	82839.A		OS-R2-53	O-RING, SIZE AS 568-360, 5.850 ID X .210 W 85D. MFR: ONESUBSEA, PN: 702647-36-01						2		0	0			
Deepwater Warehouse	Fieldwood	82839.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS 568-360, 5.850 ID X .210 W 85D. MFR: ONESUBSEA, PN: 702647-36-01	AFE FW580018	KATMAJ/ORLOV/GE NOVE5A				1		0	0			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	82841.A		OS-R2-53	Parker P/N N0300 8-360						3		0	0		
Deepwater Warehouse	Fieldwood	82842.A		OS-R2-53	Trendsetter Eng. P1005715						1		0	0		
Deepwater Warehouse	Fieldwood	82843.A		OS-R2-53	Grayloc Seal Ring P/N 51284N						8		0	0		
Deepwater Warehouse	Fieldwood	82844.A		OS-R2-53	VANCO, S-AX GASKET P/N 2274164-04						2		0	0		
Deepwater Warehouse	Fieldwood	82845.A		OS-R2-53	Sealco P/N P1014341						6		0	0		
Deepwater Warehouse	Fieldwood	82846.A		OS-R2-53	Sealco P/N P1014342						8		0	0		
Deepwater Warehouse	Fieldwood	82847.A		OS-R2-53	Sealco P/N P1014463						16		0	0		
Deepwater Warehouse	Fieldwood	82848.A		OS-R2-53	Sealco P/N P1014464						14		0	0		
Deepwater Warehouse	Fieldwood	82849.A		OS-R2-53	Trendsetter Eng. P/N TEI-08030411-00						1		0	0		
Deepwater Warehouse	Fieldwood	82850.A		OS-R2-53	Oceaneering P/N 3300470-H						1		0	0		
Deepwater Warehouse	Fieldwood	82851.A		OS-R2-53	Oceaneering P/N A05320-M						1		0	0		
Deepwater Warehouse	Fieldwood	82852.A		OS-R2-52	Downhole instrumentation Wet-Mate receptacle connector fitted with single way pin insert, P/N - BNK-E8028881000021, DHCE-828-BB-01P-000-121	AFE FW181011					1		12075.69	12075.69		
Deepwater Warehouse	Fieldwood	82853.A		MW-R12-1	100' EFL 6 way ODI ROV CE plug with 4-way ODI ROV CE receptacle with sockets P/N 00-71352 S/N 2019-1342-3-1	AFE FW193004	TROIKA				0		0	0		
Deepwater Warehouse	Fieldwood	82854.A		MW-AREA 2	WELLHEAD CLEANING TOOL P/N 990071718	AFE FW192008					1		0	0		
Deepwater Warehouse	Fieldwood	82855.A		DWW-YARD	Troika Tree Cap P/N 2124118-01	AFE FW192009					1		0	0		
Deepwater Warehouse	Fieldwood	82856.A		OS-R2-52	Downhole instrumentation dry-mate plug connector with single way socket insert (crimp termination) to suit 18/16AWG downhole cable. P/N - BNK-EA0518Q1000121, DHCE-A51-BQ-015-001-121	AFE FW181011					2		8960.35	17920.7		
Deepwater Warehouse	Fieldwood	82857.A		OS-R2-52	Miniature dry mate downhole receptacle, P/N - BNK-TC6A-S12-HN, TC6A-S12-HN ASSY, TREE HANDLING TOOL & ROV T-HANDLE, MFR. P/N - 2301786-02, S/N - 11190781-01	AFE FW181011					1		8912.06	8912.06		
Deepwater Warehouse	Fieldwood	82858.B		BW-AREA 3	11190781-01						1		0	0		
Deepwater Warehouse	Fieldwood	82859.B		MW-AREA-6	TREE REMOVAL TOOL, P/N 2124131-01, S/N 111432828-0						1		0	0		
Deepwater Warehouse	Fieldwood	82860.A		MW-R13-1/MW-AREA 4	DUCT DIFFUSER EXHAUST; MFR. SOLAR TURBINE, PN: 115808-304						2		0	0		
Deepwater Warehouse	Fieldwood	82861.A		MW-R13-1	DC LUBE OIL PUMP, VORE-VENT 3500 RPM, MFR. BUFFALO PUMPS, PN: 190971-100,						1		0	0		
Deepwater Warehouse	Fieldwood	82862.A		MW-R13-1	DC LUBE OIL MOTOR; 120V, 3500 RPM, SP HTR 30W, MFR. GE KINAMATIC DC MOTOR, TYPE CD2110APY, MODEL 58Y554ZD800A805						1		0	0		
Deepwater Warehouse	Fieldwood	82864.A		MR-3-F	7 WAY MALE TEST CONNECTORS	AFE FW193007	TROIKA				4		0	0		
Deepwater Warehouse	Fieldwood	82865.A		OS-R1-S1	UNIV ROV CE PROTECTIVE CAP P/N 0374955						26		0	0		
Deepwater Warehouse	Fieldwood	82866.A		OS-R1-S1	7 way ROV retrievable shorting plug P/N 0343821						4		0	0		
Deepwater Warehouse	Fieldwood	82867.A		OS-R1-S1	7 way electrical test plug P/N 0428788						0		0	0		
Deepwater Warehouse	Fieldwood	82868.A		OS-R1-S1	Polyefin tubing spool P/N 0467370						2		0	0		
Deepwater Warehouse	Fieldwood	82869.A		BW-NEP-AREA	PUMP, 6X8X11 MPV 3 STAGE LACT CHARGE PUMP, MFR. AFTON						1		0	0		
Deepwater Warehouse	Fieldwood	82870.A		BW-NEP-AREA	RADIATOR; MFR. CATAPILLAR, P/N - 8N-4880						1		0	0		
Deepwater Warehouse	Fieldwood	82871.A		MW-AREA 1	LEAD, ELECTRICAL; MFR. AKER, PN: 10048739, TYP FLYING LEAD (EFL), TERM TYP 6 WAY PLUG X 4 WAY RECEPT, LEAD OVR/LG 26'						0		0	0		
Deepwater Warehouse	Fieldwood	82872.A		BW-AREA-3	HANGOFF (20) STUDS AND (40) NUTS P/N WS-P051191 STUD 1.875 BUN X 350MM BL						1		0	0		
Deepwater Warehouse	Fieldwood	82873.A		BW-AREA-3	(48) STUDS 1.125 BUN X 11 BL P/N WS-P051907 / (96) HEX NUTS 1.125 BUN BL P/N WS-P24968 / (4) 58X169 SEAL RING INCG25 P/N WS-P10070 / (4) VENT VALVES 0.250 - 18NPT RVDS-575 P/N WS-P06066						1		0	0		
Deepwater Warehouse	Fieldwood	82874.A		BW-AREA-3	(12) HEX NUTS M42 BL P/N WS-P30118 / (12) STUDS M42 X 255MM BL						1		0	0		
Deepwater Warehouse	Fieldwood	82875.A		BW-AREA-3	(1) JAP PENETRANT AEROSOL P/N WST010012 / (1) JAD DEVELOPER AEROSOL P/N WS-T010011 / (2) JAC 2 AEROSOL P/N WS-T010010						1		0	0		
Deepwater Warehouse	Fieldwood	82876.A		BW-AREA-3	(1) B1666B HANG-OFF ASSEMBLY P/N WS-P051633 / (1) B1666B HANG-OFF ISOLATION KIT						1		0	0		
Deepwater Warehouse	Fieldwood	82877.A		BW-AREA-3	(1) 2MTRS B1666B-01 SHIELD SAMPLE / 6 FOIL BAGS OF WELDING RODS PA12 NATURAL (20MTRS PER BAG) P/N WS-P22176 / (3) CANUSA TAPE 4" P/N T04640 / (3) TAPE CLEAR STRAPPING 100MM X 3M P/N WS-T05745 / (2) MTRS CORROLITE P/N WS-P00686						1		0	0		
Deepwater Warehouse	Fieldwood	82878.A		BW-AREA-3	(20) STUDS 1.875-BUN X 350MM BL P/N WS-P051991 / (40) HEAVY HEX NUTS 1.875-BUN BL P/N WS-P052181						1		0	0		
Deepwater Warehouse	Fieldwood	82879.A		BW-AREA-3	(4) BRACKET ANODE 2/94X5/75 B1666B P/N WS-P051733 / (48) ANODE FASTENER SET M12X1.75X150MM P/N WS-P19399 / (6) CONTINUITY CABLE 0.6L N00001520114 P/N WS-P29209 / (18) CONTINUITY CABLE 0.6ML N0000152-115 P/N WS-P17460 / (6) CAPSCREWS SHD0.750 -16UNF-2A 8.25L UN P/N WS-P050535					1		0	0			
Deepwater Warehouse	Fieldwood	82880.A		BW-AREA-3	(1) 4.5" DYNAMIC PR STOPPER CLAMP AND INSTALLATION EQUIPMENT.						1		0	0		
Deepwater Warehouse	Fieldwood	82881.A		BW-AREA-3	(1) TETHER CLAMP ASSEMBLY P/N D15005-01-057						1		0	0		
Deepwater Warehouse	Fieldwood	82882.A		BW-AREA-3	(1) PULL-IN INSTALLATION JIG 113.03CM X 113.03CM X 220.03CM P/N D15005-02-050						1		0	0		
Deepwater Warehouse	Fieldwood	82883.A		BW-AREA-3	(1) FUNNEL ASSEMBLY 192.72 CM X 130.33CM X 122.87CM P/N D15005-01-004						1		0	0		
Deepwater Warehouse	Fieldwood	82884.A		BW-AREA-3	(22) DURGARD HALVES P/N WS-P051886 / (55) 625 INCONEL BANDING AND BUCKLES P/N P053299 / (55) 625 INCONEL BANDING AND BUCKLES P/N WS-P053300 / (1) MANUAL INSTALLATION TOOL P/N WS-P30164 / (1) PNEUMATIC INSTALLATION TOOL P/N WS-P30084						1		0	0		
Deepwater Warehouse	Fieldwood	82885.A		BW-AREA-3	(1) SHAFT ASSEMBLY 107.31CMOD X 135.57L P/N D15005-01-005						1		0	0		
Deepwater Warehouse	Fieldwood	82886.A		BW-AREA-3	(1) US-UMBILICAL						1		0	0		
Deepwater Warehouse	Fieldwood	82887.A		BW-AREA-3	(1) SHAFT ADAPTER SPOOL ASSEMBLY P/N D15005-01-006						1		0	0		
Deepwater Warehouse	Fieldwood	82888.A		BW-AREA-3	HOSE, EATON SYNFLX 33CP 08 COLLAPSE PROOF 1/2" ID 5000 PSI WP 150475 02330						1		0	0		
Deepwater Warehouse	Fieldwood	82889.A		BW-AREA-3	(8) TURN BUCKLES						8		0	0		
Deepwater Warehouse	Fieldwood	82890.A		BW-AREA-3	(1) FUNNEL FASTENERS						1		0	0		
Deepwater Warehouse	Fieldwood	82891.A		BW-AREA-3	(1) CRATE ASSORTED NUTS AND BOLTS						1		0	0		
Deepwater Warehouse	Fieldwood	82892.A		VERTICAL RACK	SLEEVE; PN: HUNT-1615, TYP HOLD OPEN, MATL HT 4140, SPLCL FEATRS HUNTING 3.615 IN NO-GO OD FOR 3.562 IN RPT PROFILE, 131 IN BELOW NO-GO W/ 110 MIN YIELD RUNNING TOOL AND TOP SUB, SLEEVE BARREL: 1026 DOM	206595	GUNFUNT #4 STIMULATION				0		6250	0		
Deepwater Warehouse	Fieldwood	82893.A		BW-AREA-3	(1) CRATE ASSORTED NUTS AND BOLTS						1		0	0		
Deepwater Warehouse	Fieldwood	82894.A		MW-RB-1	EFL 12P TO 12S 40M, CONNECTOR HOUSING MATERIAL: INCONEL MFR: ONESUBSEA, PN: 2197088-51-18	AFE FW193007	TROIKA				2		0	0		
Deepwater Warehouse	Fieldwood	82894.A		DWW-YARD-C-VAN	EFL 12P TO 12S 40M, CONNECTOR HOUSING MATERIAL: INCONEL MFR: ONESUBSEA, PN: 2197088-51-18	AFE FW580018	KATMAI/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	82895.A		MW-RB-1	EL ROV PARK 12S W/INSERT P/N 2197088-13-62	AFE FW193007	TROIKA				3		0	0		
Deepwater Warehouse	Fieldwood	82895.A		DWW-YARD-C-VAN	EL ROV PARK 12S W/INSERT P/N 2197088-13-62	AFE FW580018	KATMAI/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	82897.A		MW-RB-1	EL ROV PARK 4/7/12P W/O INSERT P/N 2197088-05-57	AFE FW193007	TROIKA				2		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	82897.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	EL ROV PARK 4/7/12P W/O INSERT P/N 2197088-05-57	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	82898.B		MW-R11-1	SKOFLO CHEMICAL INJECTION METERING VALVE (CIMV), 4-WAY MALE STAB PLATE ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW/ LOW FLOW, 15K PSI S/N 4689						1		0	0		
Deepwater Warehouse	Fieldwood	82899.B		MW-R11-1	SKOFLO CHEMICAL INJECTION METERING VALVE (CIMV), 4-WAY MALE STAB PLATE ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW/ LOW FLOW, 15K PSI S/N 4721						1		0	0		
Deepwater Warehouse	Fieldwood	82900.A		MW-AREA 3	VALVE, SUBSURFACE SAFETY:MFR:SCHLUMBERGER,PN:100400601,TYP SURFACE CONTROLLED,TUBING SZ 3-1/2 IN,WT 12.7 lb/ft, PHFILE 2.562 RPT,OD 5.708 IN,CONN TYPE VAM TOP BOX X PIN,WIRKNG PRESS 15,000 PSI,MN: PINNACLE-15						3		0	0		
Deepwater Warehouse	Fieldwood	82901.A		MW-R10-1	SKOFLO CHEMICAL INJECTION METERING VALVE (CIMV), 4-WAY MALE BULKHEAD ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW/ LOW FLOW, 10K PSI S/N 1512						1		0	0		
Deepwater Warehouse	Fieldwood	82901.A		MW-AREA 1	SKOFLO CHEMICAL INJECTION METERING VALVE (CIMV), 4-WAY MALE BULKHEAD ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW/ LOW FLOW, 10K PSI S/N 1517	AFE FW193006	GENOVESA				0		0	0		
Deepwater Warehouse	Fieldwood	82902.A		MW-R14-1	MANIFOLD PRESSURE CAP, MFR. SEAHORSE ENERGY, INC., P/N 190001017						2		0	0		
Deepwater Warehouse	Fieldwood	82903.A		MW-R14-1	MCPAC CLAMP SPACER						1		0	0		
Deepwater Warehouse	Fieldwood	82904.A		MW-R11-FL	RCPTCL,MFR:SKOFLO,PN:100230,TYP DUAL CORE						2		0	0		
Deepwater Warehouse	Fieldwood	82905.A		BW-NEP-AREA	TABLE LIFT, MOBILE HEAVY DUTY SCISSOR 40" X 20", MFR: GLOBAL INDUSTRIAL, MN: WR3988933, 2200 LB. CAPACITY		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	82906.A		MW-R14-1	M1 LONG TERM PROTECTIVE COVER 14-WAY, 14-PRVC ASSEMBLY P/N 0442364 ELECTRICAL FLYING LEAD, ODI 90 DEG, 7 WAY MALE X 4 WAY FEMALE, 60M PN: P/N 00-71349-01						1		0	0		
Deepwater Warehouse	Fieldwood	82907.A		MW-R13-3	MACPAC CLAMP, MFR. SEAHORSE ENERGY, INC. P/N: 5-190001317 S/N: SSN- 190002075						1		0	0		
Deepwater Warehouse	Fieldwood	82908.A		MW-R13-2	MACPAC DEBRIS CAP P/N 2035504-02						1		0	0		
Deepwater Warehouse	Fieldwood	82909.A		MW-R13-2	MACPAC CLAMP SPACER						2		0	0		
Deepwater Warehouse	Fieldwood	82910.A		MW-R12-2	CROSBY M052						1		0	0		
Deepwater Warehouse	Fieldwood	82911.A		MW-AREA 6	MACPAC TOOL P/N 2098861-02						2		0	0		
Deepwater Warehouse	Fieldwood	82912.A		MW-R17-2	MQC PLATE ASSY, 12-WAY TEST P/N 10062543						1		0	0		
Deepwater Warehouse	Fieldwood	82913.A		MW-R8-3	TOP MARINE GROWTH COVER PLATE P/N A08216						3		0	0		
Deepwater Warehouse	Fieldwood	82914.A		MW-R8-3	M1 FIXED PLATE COVER BODY P/N 0296994	AFE FW193006	GENOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	82915.A		OS-R3-52	PRESSURE INTENSIFIER, MFR. BIFOLD MARSHALSEA, P/N: P173-01751-02-09-11-55- NIT-0420						3		0	0		
Deepwater Warehouse	Fieldwood	82916.A		BW-NEP-AREA	NEPTUNE AC REPAIR KIT		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	82917.A		MW-AREA 5	EXPANSION JOINT (OUTSIDE); EXHAUST, MFR. SOLAR TURBINE, 701/702 BUTTERFLY VALVE; EXHAUST, MFR. SHAN-ROD, INC., MODEL NO. 2220-6, SIZE: 36", 701/702 WHRU		BULLWINKLE				1		0	0		
Deepwater Warehouse	Fieldwood	82918.A		MW-AREA 5	7W ROV FXD TEST PLUG W/PGT, MFR. TELEDYNE, PN: 1001606	AFE FW193007	TROIKA				1		0	0		
Deepwater Warehouse	Fieldwood	82920.A		MR-4-8	7W ROV BLKHD TEST RCTP W/3M PGTS, MFR. TELEDYNE, PN: 1001611	AFE FW193007	TROIKA				1		0	0		
Deepwater Warehouse	Fieldwood	82921.A		OS-R1-51	COVER,MFR: TELEDYNE ODI, TYP 4 WAY ELECTRICAL LTPC ODI/NAUTILUS ELECTRICAL LONG TERM PROTECTIVE,SPCL FEATRS RECEPTACLE COMPENSATED W/LOOPS 1-2 AND 3-4		TROIKA				2		0	0		
Deepwater Warehouse	Fieldwood	82922.A		MR-3-F	7 WAY,MFR: TELEDYNE ODI, ROV RETRIEVABLE SHORTING PLUG PINS, LOOPED 1- 2, 4-5	AFE FW193007	TROIKA				2		0	0		
Deepwater Warehouse	Fieldwood	82923.A		MW-R2-2	FLYING LEAD, MFR. OCEANEERING, PN: 197940-0502185, ELECTRICAL, LG 61 m, 7- WAY PLUG, 90 DEG. W/ 7-WAY RECEPT., 90 DEG.	AFE FW193007	TROIKA				2		0	0		
Deepwater Warehouse	Fieldwood	82924.A		MW-R16-2	M1 REMOVABLE T&F PLATE, 14-WAY, 14-LINE, MFR. OCEANEERING, P/N: 0440489	AFE FW193006	GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	82925.A		MW-R16-2	M1 REMOVABLE T&F PLATE, 14-WAY, 14-LINE, MFR. OCEANEERING, P/N: 0502187						1		0	0		
Deepwater Warehouse	Fieldwood	82926.A		MR-2-C	8" PRODUCTION GASKET, TEX 7-625, MFR: TRENDSEITER, PN: A1007618						1		0	0		
Deepwater Warehouse	Fieldwood	82926.B		MR-2-C	8" PRODUCTION GASKET, TEX 7-625, MFR: TRENDSEITER, PN: A1007618						1		0	0		
Deepwater Warehouse	Fieldwood	82927.A		BW-NEP-AREA	HEATER, WATER, ELECTRIC,MFR:RHEEM,PN: 825V30-2, TYP SHORT VOL CPTCY 30 gal, VOLT 240,WATT 4500 W		NEPTUNE				1		696.79	696.79		
Deepwater Warehouse	Fieldwood	82928.A		N/A	GENERIC ASSY ASD SINGLE W/ HARNESS 35m, ELECTRICAL INTERFACE: FIXED WIRING HARNESS WITH FLYING ROV CONNECTOR, 12-WAY MALE, HOSE LENGTH: 35m, MFR. ONESUBSEA, P/N 223367-78						0		41702	0		
Deepwater Warehouse	Fieldwood	82928.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC ASSY ASD SINGLE W/ HARNESS 35m, ELECTRICAL INTERFACE: FIXED WIRING HARNESS WITH FLYING ROV CONNECTOR, 12-WAY MALE, HOSE LENGTH: 35m, MFR. ONESUBSEA, P/N 223367-78						2		41702	83404		
Deepwater Warehouse	Fieldwood	82930.B		BW-R2-3	PUMP ASSEMBLY; METHANOL, EAGLE MODEL V200, 2 X 1.5-10 SS. SN: V1532035 PUMP, TRIM 6.7, MOTOR: MFR. SIEMENS TYPE XP100, PN: 1M821212AA213N63 SN: 3005775094-11, 10 HP, 3515 RPM, S75V		BULLWINKLE				0		0	0		
Deepwater Warehouse	Fieldwood	82931.B		DWW-YARD	FRAME; UTA RECOVERY, MFR. OCEANEERING, DWG NO. 801069512						1		0	0		
Deepwater Warehouse	Fieldwood	82932.B		DWW-YARD	TREE RUNNING TOOL, P/N 2124119-01						1		0	0		
Deepwater Warehouse	Fieldwood	82933.B		DWW-YARD	TREE CAP SHIPPING SKID, ASSY, P/N: 2124123-01 SN: 96716759220						1		0	0		
Deepwater Warehouse	Fieldwood	82934.B		DWW-YARD	TREE CAP ASSY, BP TROIKA; P/N 2124118-01 SN: 11203640-01						1		0	0		
Deepwater Warehouse	Fieldwood	82935.B		CR TIER 1	SLEEVE; HOLD OPEN, 3.720 O.D. on NO GO COLLAR, 3.650 BASE O.D., LENGTH 124 IN. MFR. SCHLUMBERGER, PN: 103320456, SN: 478973-001						1		0	0		
Deepwater Warehouse	Fieldwood	82936.B		MW-R5-FL	CROSSOVER SPOOL ADAPTOR, MFR. CAMERON, PN: A314567 SN: CSD-3804743-1 G2 Tubbing Hanger Sin 10K with W/5 inside outlet 5.250 inelmar wireline line plug prep S/N 111371753-1						1		0	0		
Deepwater Warehouse	Fieldwood	82937.A		MW-R13-FL/MW-R13-3	Internal Tree Cap 10M with 4.767 SSR G2Spool Tree System S/N 11076301-1						1		0	0		
Deepwater Warehouse	Fieldwood	82938.A		MW-AREA 6	Production Tubbing Hanger 4in 10K 4.38 in SSR S/N 11075743-1						1		0	0		
Deepwater Warehouse	Fieldwood	82939.A		MW-AREA 6	Solar Turbine Expansion Joint S/N		BULLWINKLE				1		0	0		
Deepwater Warehouse	Fieldwood	82942.A		MW-R6-1	Subsea SLAB gate valve 2 1/16 API 10000, MFR. ATV						1		0	0		
Deepwater Warehouse	Fieldwood	82943.A		MW-R6-2	6" x 6" Cushion elbow ( FFI-FGSPL-00908)						1		0	0		
Deepwater Warehouse	Fieldwood	82944.A		MW-R5-2	5" Weld test ring 12" long A694F65 (FFI-FGSPL-00910)						1		0	0		
Deepwater Warehouse	Fieldwood	82945.A		MW-R5-2	6" Weld test ring 12" long A694F65 (FFI-FGSPL-00909)						1		0	0		
Deepwater Warehouse	Fieldwood	82946.A		MW-R6-2	6" x 8" Reducer						1		0	0		
Deepwater Warehouse	Fieldwood	82947.A		MW-AREA 5	TC2 Gen 2 LTPC Connector, Bore Access 15 KSI PSL-3G S/N TSN902627						1		0	0		
Deepwater Warehouse	Fieldwood	82948.A		MW-AREA 5	TC2 inboard hub W/2" 10K API flang BX-152 FF trim S/N TSN902630						1		0	0		
Deepwater Warehouse	Fieldwood	82949.A		MW-AREA 5	TC7/S inboard assembly S/N TSN902704						1		0	0		
Deepwater Warehouse	Fieldwood	82950.A		MW-AREA 5	TC7/S inboard assembly S/N TSN902705						1		0	0		
Deepwater Warehouse	Fieldwood	82951.A		MW-AREA 5	TEX-5 short term pressure cap assembly S/N TSN902900 and TSN902901						2		0	0		
Deepwater Warehouse	Fieldwood	82952.A		MW-AREA 6	TC7/S connector assembly 6" nom F65 PUP 15K EE S/N TSN902741						1		0	0		
Deepwater Warehouse	Fieldwood	82953.A		MW-AREA 6	TC7/S connector assembly 6" nom F65 PUP 15K EE S/N TSN902743						1		0	0		
Deepwater Warehouse	Fieldwood	82954.A		MW-AREA 5	Manual gate valve 5 1/8" 10K W/Pups S/N VN10385						1		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	82955.A		MW-AREA 7	Manual gate valve 5 1/8" 10K W/Pups S/N VN10386						1		0	0		
Deepwater Warehouse	Fieldwood	82956.A		MW-AREA 5	(3) Gasket assembly TEX-5 Inconel 625, Silver coated S/N TSN9002780,TSN9002781, TSN902782. (1) Gasket assembly TEX-7 Nickel Alloy, Silver coated S/N TSN9002451						3		0	0		
Deepwater Warehouse	Fieldwood	82957.A		MW-AREA 5	(1) Gaskets assembly TEX-2 nickel alloy 625 (Silver Coated) S/N TSN902285, TSN902286, TSN9002353 (6) BX-156 Gaskets 7 1/16, (1) Weld neck flange 7 1/16, (32) Studs						2		0	0		
Deepwater Warehouse	Fieldwood	82958.A		DWW-YARD C-VAN CPU 0301120	ASSEMBLY; FLOODING CAP, 8"-10K FLOWLINE HUB, 7.077 SEAL BORE, W/ 2X O-RINGS PLUG, 2" NB X 1.5" PORT, 10K BALL VALVE; (QP-000803-08-11) MFR. CAMERON, P/N2235684-03, S/N110746028-1						1		0	0		
Deepwater Warehouse	Fieldwood	82959.A		MW-AREA 5	Weld test ring ATV valve S/N 83406 and 83407						1		0	0		
Deepwater Warehouse	Fieldwood	82960.A		MW-AREA 1	ASSEMBLY, 8"-15K CVC CONNECTOR, 6.47 ID GASKET, 8.625 OD X 1.312 WALL (6.00 ID) W/ ALIGNMENT BLOCK, 3/8" AUTOCLAVE PORT; (F22 BODY W/ INCONEL 625 INLAID GASKET PREP, 30" LG 4130 CUSTOMER SUPPLIED PIPE); (QP-000162-02-60); (SP-005098-01); T/C U; M/C AA, BB, DD, EE, PSL-3; WOP 12, 500 PSI, MFR. CAMERON, P/N 2181526-12-02, S/N 112254875-01					1		0	0			
Deepwater Warehouse	Fieldwood	82961.B		MW-R5-1	TOOL; SCRUBBER, PN: 190001313, S/N: 19001432, MFR. SEAHORSE ENERGY						1		0	0		
Deepwater Warehouse	Fieldwood	82962.A		MW-R11-1	CHEMICAL INJECTION METERING VALVE (CMIV), DUAL CORE, LOW FLOW, 15K PSI. MFR: SKOFLO, SN: 4668	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	82963.A		MW-AREA 7	TC7/5 inboard assembly LG PuP, 15K EE S/N TSN902702, TSN902703						2		0	0		
Deepwater Warehouse	Fieldwood	82964.A		MW-AREA 6	SLAB Gate Valve 15KSI Hyd. act, Pipe Pups, EE Trim S/N VN10396						1		0	0		
Deepwater Warehouse	Fieldwood	82965.A		MW-AREA 7	TEX-5 short term pressure cap assembly S/N TSN902912						1		0	0		
Deepwater Warehouse	Fieldwood	82966.A		MW-AREA 7	SLAB Gate Valve 15KSI Manual act, Pipe Pups, EE Trim S/N VN9997						1		0	0		
Deepwater Warehouse	Fieldwood	82967.A		MW-AREA 7	(1) Weld neck flange 5 1/8" 15K API 6A BX-169, EE tr1 (6) gasket BX-169 5 1/8" H/N 343						1		0	0		
Deepwater Warehouse	Fieldwood	82968.A		MW-AREA 7	(3) Gasket Assembly TEX-5 Inconel 625 Silver Coated S/N TSN902769, TSN902770, TSN902772						3		0	0		
Deepwater Warehouse	Fieldwood	82969.A		DWW-YARD	HATCH COVER FRAMES		BULLWINKLE				0		0	0		
Deepwater Warehouse	Fieldwood	82970.A		DW-AREA-3	(1) CRATE ASSORTED NUTS AND BOLTS						1		0	0		
Deepwater Warehouse	Fieldwood	82971.A		MR-5-E	ROV TEST CONNECTOR, EL. FEMALE, FIXED, 7-WAY W/ 5M CABLE, RATED 2500V, MATERIAL: PVC, ONLY FOR SURFACE USE, VENDOR: TELEDYNE ODI, VENDOR PN: 1047681 (CTD-1839-01-7-5) MFR. ONESUBSEA, PN: 2197088-10-77						3		0	0		
Deepwater Warehouse	Fieldwood	82972.A		MR-GENERAL	ROV TEST CONNECTOR, MALE, 7-WAY W/ 5M CABLE, RATED 2500V, MATERIAL: PVC, ONLY FOR SURFACE USE, VENDOR: TELEDYNE ODI, VENDOR PN: 1047684 (CTD-1840-01-7-5) MFR. ONESUBSEA, PN: 2197088-17-72						5		0	0		
Deepwater Warehouse	Fieldwood	82973.A		MW-R17-1	M1 REMOVABLE LONG TERM COVER 14 WAY, 3X 1 IN RS PRVC & 11X 1/2 IN RS PRVC ASSEMBLY, MFR: OCEANEERING, PN: 223520-73						1		0	0		
Deepwater Warehouse	Fieldwood	82974.A		MW-R15-1	M1 REMOVABLE T&F PLATE 14 WAY, 11X 1/2 IN RS AND 3X 1 IN RS LINES MAD DOG 2 ASSEMBLY, MFR: OCEANEERING, PN: 0485058						2		0	0		
Deepwater Warehouse	Fieldwood	82975.A		MW-R17-1	M1 FIXED T&F PLATE 14 WAY, 14X 1/2 IN RS LINES ASSEMBLY, MFR: OCEANEERING, PN: 0502186						1		0	0		
Deepwater Warehouse	Fieldwood	82976.A		MW-R17-1	M1 FIXED T&F PLATE 10 WAY, 6X 1/2 IN RS AND 4X 1 IN RS LINES ASSEMBLY, MFR: OCEANEERING, PN: 0502188						1		0	0		
Deepwater Warehouse	Fieldwood	82977.A		MW-R17-1	M1 LONG TERM COVER 10 WAY 6X 1/2 IN RS PRVC, 4X 1 IN RS PRVC 15KSI ASSEMBLY, MFR: OCEANEERING, PN: 223510-24						1		0	0		
Deepwater Warehouse	Fieldwood	82978.A		CR-TIER 3	FIXED SPREADER BAR 20,000 LB, MFR: SOUTHWEST WIRE ROPE, PN: SB-0010-0080	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	82979.A		MW-R11-3	ELECTRICAL FLYING LEAD, 12 WAY PLUG X 12 WAY RECP (175 FT. LENGTH), MFR: TTL SUBSEA, PN: 00-71621-01						2		0	0		
Deepwater Warehouse	Fieldwood	82980.A		MW-R16-3	M1 REMOVABLE LONG TERM COVER 13 WAY IN RS PRVC ASSEMBLY, MFR: OCEANEERING, PN: 0503228 REV. A						1		0	0		
Deepwater Warehouse	Fieldwood	82981.A		MW-AREA 6	G3 TUBING HANGER CONVERSION ASSEMBLY, 4 INNOM BORE, 5 1/8 IN SIDE OUTLET, 10K, 4.375 IN WIRELINE PLUG PREP, 5 1/2 IN VAM ACE 29.7 LB/FT CONNECTION, 8 DOWNHOLE LINES, MFR: ONESUBSEA, PN: 2180717-48						1		0	0		
Deepwater Warehouse	Fieldwood	82982.A		MW-R2-1	ELECTRICAL FLYING LEAD, 9 WAY ODI ROV PLUG X 9 WAY ODI ROV RECEPTACLE, 275', MFR: OIE, PN: 0206246						0		0	0		
Deepwater Warehouse	Fieldwood	82983.A		MW-R2-1	(KIT WITH 4 ITEMS) ITEM 1: DUAL REDUNDANT SSI PRESSURE/TEMPERATURE TRANSMITTER, MODBUS (RS 485), 0-10KSI, -40" TO 260°F, 1.5" PROBE, 2-1/16" BX FLANGE, 8 WAY SEACON MSS FOR DRY-MATE CONNECTION (FULL SCALE FAT, INCLUDING 10 POINT HYDROSTATIC FUNCTIONAL TEST, TEMPERATURE VERIFICATION), ITEM 2: 1012992, 6 WAY ODI ROV CE PLUG (PINS) WITH OMNITEC. ITEM 3: 8168-103 KIT, 8 WAY SEACON MMSK CCP, PBOF 1/2 ID. ITEM 4: MKII BACKSHELL/ADAPTER.					1		0	0			
Deepwater Warehouse	Fieldwood	82984.A		MW-R13-FL	AKER 12 WAY (NEW STYLE) REMOVABLE JUNCTION PLATE BRACKET WITH QTY 1 - 17H DUAL PORT HOT STAB RECEPTACLE (15KSI) AND QTY 2 - 1/2" ROV PADDOLE VALVES (10KSI) (WITH TUBING AND INSTALLATION HARDWARE)						1		0	0		
Deepwater Warehouse	Fieldwood	82985.A		MW-AREA 6	HEAT EXCHANGER TUBE BUNDLE		BULLWINKLE				0		0	0		
Deepwater Warehouse	Fieldwood	82985.C		MW-AREA 6	HEAT EXCHANGER TUBE BUNDLE (HBG 101)		BULLWINKLE				1		0	0		
Deepwater Warehouse	Fieldwood	82987.A		MW-AREA 1	WIRELINE PLUG ASSEMBLY, UPPER, 4.767" NOM, 10K, NICKEL ALLOY 718 (UNS N07718) (NON-LOAD BEARING), RETAINING CAP AND FISH NECK, MAIN BODY AND KEYS, NICKEL ALLOY 925 (UNS N09925) EXPANDER MANDREL, PRIMARY TITANIUM METAL SEAL, SECONDARY O-RING, H2S SERVICE, WITHOUT EXTENSION SLEEVE, API 6A 20TH ED, API 17D 2ND ED, T/C U, M/C HH, PSL3 (NOV ELMAR REF L-9911018124), MFR: ONESUBSEA, PN: 2731384-02-01		KATMAI/ORLOV/GE NOVES			1		0	0			
Deepwater Warehouse	Fieldwood	82988.A		MR-GENERAL	WIRELINE PLUG, 4.375" DIA. WITH SPECIAL REQUIREMENTS TO INCLUDE INCONEL 718 BODY AND CHEMRAZ O-RING 17-4 PH RETAINING CAP, INCONEL 925 EXPANDER MANDREL, TITANIUM SEAL W/ NOBLE COATING, ELASTOMER/POLYMERIC SEALS, W/ EROSION TARGET AND WIPER, USES SPARE PARTS LIST 2166241-01. MFR: ONESUBSEA, PN: 2748428-01		KATMAI/ORLOV/GE NOVES				2		0	0		
Deepwater Warehouse	Fieldwood	82989.A		MW-RB-3	SEAL ASSY, METAL SEAL W/ ELASTOMER BACKUP, 18 3/4", MATL CLASS DD-NL, PSL-3, TEMP CLASS U, ALTERNATE TEMP RANGE 35-300F, API 17D, SUBSEA WELLHEAD SYSTEM, MFR: ONESUBSEA, PN: 2018116-01		KATMAI/ORLOV/GE NOVES				2		0	0		
Deepwater Warehouse	Fieldwood	82990.A		MW-RB-3	EMERGENCY SEAL ASSY, METAL SEAL W/ ELASTOMER BACKUP, 18 3/4", MATL CLASS DD-NL, PSL-3, TEMP RATING 0-350F, SUBSEA WELLHEAD SYSTEM, API 17D, 1ST ED ONLY, MFR: ONESUBSEA, PN: 2018117-01		KATMAI/ORLOV/GE NOVES				1		0	0		
Deepwater Warehouse	Fieldwood	82991.A		MW-AREA 1	ASSY, TUBING HANGER RUNNING TOOL, 4 1/16" X 2 1/16", NOM 10K PSI, WPM/ZX SCSSV, 2X CI, 1X TH CONTROLLED LANDING, 1X TEST BETWEEN SEALS, 1X ELEC PEN, PSL 3, MATL CLASS EE, API 17D, TEMP 35-250F. MFR: ONESUBSEA, PN: 2124129-01		KATMAI/ORLOV/GE NOVES			1		0	0			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	82992.A		MW-AREA 1	ASSY, THRT HANDLING/TEST TOOL, 4.06" X 2.06" 10000 PSI. MFR: ONESUBSEA, PN: 2124132-01		KATMAJ/ORLOV/GE NOVES				1		0	0		
Deepwater Warehouse	Fieldwood	82993.A		MW-AREA 1	COMBINED BOP WEIGHT SET TEST AND BORE PROTECTOR RETRIEVAL TOOL. MFR: ONESUBSEA, PN: 2142424-06		KATMAJ/ORLOV/GE NOVES				1		0	0		
Deepwater Warehouse	Fieldwood	82994.A		MW-AREA 5	ASSEMBLY, 7 1/16, 15K, TYPE FLS-R MANUAL SUBSEA GV, WITH TRANSITION PUPS AND ACCUMULATOR. MFR: ONESUBSEA, PN: 2230777-06-01	AFE FW580018	KATMAJ/ORLOV/GE NOVES				1		0	0		
Deepwater Warehouse	Fieldwood	82995.A		MW-AREA 2	SUNG, 8" X 20" 116G. MFR: MORGAN CITY RENTALS, PN ON TAG: V-777 C-601 B-1537/HOU-057234-002						1		0	0		
Deepwater Warehouse	Fieldwood	82996.A		MR-2-C	LOOPING CAP, TELEDYNE ODI, 7 WAY. MFR: ONESUBSEA, PN: 2197088-28-44 REV 3	AFE FW183040	KATMAI				3		0	0		
Deepwater Warehouse	Fieldwood	82997.A		MW-AREA 1	DEBRIS CAP WITH ROV HANDLE (YELLOW IN COLOR). MFR: SUBSEA7/NEW INDUSTRIES	AFE FW183040	KATMAI				2		0	0		
Deepwater Warehouse	Fieldwood	82998.A		MW-AREA 1	8" SUBSEA PLR (PIGGING-LANCHER-RECEIVER), PIG RETAINER SK T/S 8" SCH XXS PIPE W/ 30 DIA. PIN & 1/4D ENGAGEMENT. MFR: SUBSEA7/NEW INDUSTRIES, PN: 230-1521-01	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	82999.A		MW-AREA 1	2" MOFFATT DUEL ENTRY HOT STAB WITH 1502 THREADED FEMALE CONNECTION, DS MALE STAB, 2", SUPER DUPLEX, FIG. 1502 FEMALE INTEGRAL, DRAWING # MSP-20C411H-01, 2" 15K SS DS MALE STAB BODY C/W FIG 1502 FEMALE SUB. MFR: SUBSEA7/ONESUBSEA	AFE FW183040	KATMAI				3		0	0		
Deepwater Warehouse	Fieldwood	83000.A		MW-AREA 1	2" MOFFATT DUEL ENTRY BLIND STAB WITH 1502 THREADED FEMALE CONNECTION, 2" NB 15K DS BLIND STAB BODY, DRAWING # MSP-2DBX11H-01. MFR: SUBSEA7/ONESUBSEA, PN: MSP 0459-8	AFE FW183040	KATMAI				2		0	0		
Deepwater Warehouse	Fieldwood	83001.A		MW-AREA 1	CHECK VALVE ASSEMBLY WITH 1502 WING NUT MALE CONNECTION, DRAWING # TC1099-4400019025-001-0002, BIS CHECK VALVE # 20056-P049. MFR: SUBSEA7/ONESUBSEA	AFE FW183040	KATMAI				2		0	0		
Deepwater Warehouse	Fieldwood	83002.A		MR-5-D	SEAL KIT FOR MOFFATT STABS. MFR: SUBSEA7/ONESUBSEA	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83003.A		BW-AREA 2	CITY SIMULATOR. MFR: SKOFLO, PN: CM-015000-91		KATMAJ/ORLOV/GE NOVES				1		0	0		
Deepwater Warehouse	Fieldwood	83004.A		MW-R17-FL	M1 REMOVABLE FLUSHING PLATE WITH HOT/STAB ASSEMBLY. MFR: OCEANEERING, PN: 0508203 REV A	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83005.A		MR-4-B	FEMALE DUMMY COUPLERS, 1/2" RS-8	AFE FW183040	KATMAI				5		0	0		
Deepwater Warehouse	Fieldwood	83006.A		MR-5-B	MALE POPPETED TEST COUPLERS, 1/2" RS-8	AFE FW183040	KATMAI				14		0	0		
Deepwater Warehouse	Fieldwood	83007.A		MR-5-B	FEMALE POPPETED COUPLERS W/ TUBE STUB, 1/2" UO-8	AFE FW183040	KATMAI				3		0	0		
Deepwater Warehouse	Fieldwood	83008.A		MW-R11-2	VBR (VERTEBRAE BEND RESTRICTORS) ASSEMBLY SET. MFR: WHITEFIELD PLASTICS	AFE FW183040	KATMAI				35		0	0		
Deepwater Warehouse	Fieldwood	83009.A		MW-AREA 4	M1 REMOVABLE LOGIC CAP 14 WAY 7X 1/2 IN RS, 3X 1 IN RS LINES ASSEMBLY. MFR: OCEANEERING, PN: 0508202 REV A	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83010.A		MR-1-A	HOT STAB. MFR: OCEANEERING, PN: A06401-G						1		0	0		
Deepwater Warehouse	Fieldwood	83011.A		MR-1-A	HOT STAB. MFR: SEANIC, PN: H5165-1100619						1		0	0		
Deepwater Warehouse	Fieldwood	83012.A		MR-1-E	NITRILE O-RING, 70 DURO. MFR: BUENA-V, PN: 318						4		0	0		
Deepwater Warehouse	Fieldwood	83013.A		MR-1-A	HOT STAB. MFR: UNKNOWN, PN: 10306 (ETCHED INTO PARTS)						2		0	0		
Deepwater Warehouse	Fieldwood	83014.A		MR-GENERAL	GASKET RETAINER F/ FLOWLINE AX GASKETS, OBSOLETE AND REPLACED BY P1000162986. MFR: FMC INDUSTRIES, PN: 18-259-020						7		0	0		
Deepwater Warehouse	Fieldwood	83015.A		MR-GENERAL	FITTING, GREASE, NIPPLE STRAIGHT 1/4 IN NPT MALE, SUPPLIED BY ALEMITE, PN: 1627-B, TRIVALENT ZINC PLATED. MFR: FMC INDUSTRIES, PN: 48-120-004						8		0	0		
Deepwater Warehouse	Fieldwood	83016.A		MR-5-E	ROV HOT STAB, TYPE A, SHORT TERM LIVE (INTERVENTION AND COMMISSIONING), NITRONIC, DUAL PORT, 15KSI (1035 BAR) MAX WP, T BAR HANDLE, 3/8 MP PORTS AT 45 DEG, SUPPLIED BY OCEANEERING 0036241-01 REV. C, OBSOLETE AND REPLACED WITH P1000178823. MFR: FMC INDUSTRIES, PN: P1000008613						4		0	0		
Deepwater Warehouse	Fieldwood	83017.A		MR-GENERAL	FITTING, AIR QUICK CONNECT, CROWSFOOT, 3-WAY TRIPLE END COUPLER, MALLEABLE IRON, PLATED, OEM SPARE PART. MFR: FMC INDUSTRIES, PN: P1000008374						2		0	0		
Deepwater Warehouse	Fieldwood	83018.A		MR-GENERAL	RUBBER WASHER, STANDARD CROWSFOOT COUPLER/COUPLING, BAG OF 50, OEM SPARE PART. MFR: FMC INDUSTRIES, PN: 1000010261						1		0	0		
Deepwater Warehouse	Fieldwood	83019.A		MR-GENERAL	M1 MARINE GROWTH COVER 10 WAY 6X 1/2" PLASTIC DUMMY. MFR: OCEANEERING, PN: 0413628	AFE FW193007	TROIKA				1		0	0		
Deepwater Warehouse	Fieldwood	83020.A		MR-4-E	TREE RUNNING TOOL, PRODUCTION SEAL STAB, 4X 2-10K F/4 OD, ASSY, MENSA X OVER ADAPTER TOP, CAMERON/TROIKA TRT BTM. MFR: FMC INDUSTRIES, PN: P1000014614						9		0	0		
Deepwater Warehouse	Fieldwood	83021.A		MR-FL	UWD SLOPE INDICATOR BRACKET, F/ BOLT ON SLOPE INDICATOR WITH ADJUSTMENT SCREWS, OBSOLETE AND REPLACED BY P2000060501 PHASE OUT. MFR: FMC INDUSTRIES, PN: P1000065171						2		0	0		
Deepwater Warehouse	Fieldwood	83022.A		MW-AREA 6	PUMP AIR OPERATED, NITROGEN GAS BOOSTER, DOUBLE ACTING, DOUBLE AIR HEAD, 25 TO 1 RATIO, 25 KSI MAX OUTPUT, 6000 PSIG MAX INPUT, 250 PSIG MIN GAS INLET, 90-150 PSIG AIR DRIVE PRESS, 95 SCFM MAX AIRFLOW, 2.4 CU INCH STROKE SC HYDRAULIC ENGINEERING - GRD-D75. MFR: FMC INDUSTRIES, PN: P1000068557						1		0	0		
Deepwater Warehouse	Fieldwood	83023.A		MR-GENERAL	FITTING, HYDRAULIC, CAP BODY 3/8 IN JIC FEM 20K, SUPPLIED BY AUTOCALVE, PN: 20IC6, 316SS. MFR: FMC INDUSTRIES, PN: P1000075352						12		0	0		
Deepwater Warehouse	Fieldwood	83024.A		MR-GENERAL	CAP SCREW, HEX SOCKET DRIVE, 375-16 UNRC-2A/3A X 3.00 LG, A 320 GR L7M, EXP LOW STR, API 20E BSL2, PTFE. MFR: FMC INDUSTRIES, PN: P1000091781						6		0	0		
Deepwater Warehouse	Fieldwood	83025.A		MR-4-E	TREE RUNNING TOOL, ANNULUS SEAL STAB, 4X 2-10K F/2 OD, ASSY, MENSA X OVER ADAPTER TOP, CAMERON/TROIKA TRT BTM. MFR: FMC INDUSTRIES, PN: P1000014615						7		0	0		
Deepwater Warehouse	Fieldwood	83026.A		MR-GENERAL	5 SEAL OD TYPE 2.827 OD X .158 CS X .270. MFR: FMC INDUSTRIES, PN: P101811						4		0	0		
Deepwater Warehouse	Fieldwood	83027.A		MR-4-D	4" DRIFT, 3.910 OD X 12" LONG. MFR: FMC INDUSTRIES, PN: P114747						1		0	0		
Deepwater Warehouse	Fieldwood	83028.A		MR-4-D	2" DRIFT, 1.850 OD X 12" LONG. MFR: FMC INDUSTRIES, PN: P114748						2		0	0		
Deepwater Warehouse	Fieldwood	83029.A		MR-4-D	METAL SEAL, SBMS BODY, F/13 5/8-10K SPEEDLOC CLAMP, INCONEL 718, SILVER PLATED, 2.595 OD X 2.071 ID, 3.620 LG WITH 5 SEAL GROOVES, 15K PSI MAX. MFR: FMC INDUSTRIES, PN: P125494-0007						1		0	0		
Deepwater Warehouse	Fieldwood	83030.A		MR-4-E	METAL SEAL, SBMS ASSY, F/13 5/8-10K SPEEDLOC CLAMP, INCONEL 718, SILVER PLATED, 5.680 OD X 5.140 ID, 5.40 LG WITH 2 SEALS. MFR: FMC INDUSTRIES, PN: P125495-0007						6		0	0		
Deepwater Warehouse	Fieldwood	83031.A		MR-4-D	METAL SEAL, SBMS ASSY, F/13 5/8-10K SPEEDLOC CLAMP, INCONEL 718, SILVER PLATED, 2.595 OD X 2.071 ID, 3.620 LG, WITH 2 S SEALS. MFR: FMC INDUSTRIES, PN: P125497-0007						8		0	0		
Deepwater Warehouse	Fieldwood	83032.A		MR-GENERAL	NON-METALLIC SEAL, POLYPAK ASSY, TYPE B STYLE, 0.375 CS X 0.625 LG X 36.000 ID, E50105 GEOLAST MATL F/ JACKET, E50106 NBR MATL F/O-SPRING. MFR: FMC INDUSTRIES, PN: P129198-0003						1		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83033.A		MR-GENERAL	GREASE FITTING, 1/8" N.P.T., 90 DEGREE. MFR: FMC INDUSTRIES, PN: P133318-0014						12		0	0		
Deepwater Warehouse	Fieldwood	83034.A		MR-5-F	SLOPE INDICATOR, 2 DEGREE 13.78 DIA. MFR: FMC INDUSTRIES, PN: P134576-0000						2		0	0		
Deepwater Warehouse	Fieldwood	83035.A		MR-GENERAL	HYDRAULIC FITTINGS, ADAPTER, STRAIGHT 9/16 MP (13/16-16THD) MALE X 3/8MP (19/16-18THD) MALE, 20, 000WP. MFG: PARKER (PN: YS5-6-9C). MFR: FMC INDUSTRIES, PN: P145788						1		0	0		
Deepwater Warehouse	Fieldwood	83036.A		MR-GENERAL	5-SEAL, OD TYPE, 3.205/3.145 OD X 0.234 CS X .375 LG, E50189 90A DURO LOW TEMP HNBR MATL, W/316 SS SPRINGS, 0.6 DIA COIL. MFR: FMC INDUSTRIES, PN: SP-48-14527						6		0	0		
Deepwater Warehouse	Fieldwood	83037.A		MR-3-D	O-RING, HIGH TMP HNBR. MFR: ONESUBSEA, PN: KB163 2-216						23		0	0		
Deepwater Warehouse	Fieldwood	83038.A		MR-3-D	O-RING, NITRILE, 1 1/8 X 1 3/8 X 1/8. MFR: ONESUBSEA, PN: N0300 8-216						21		0	0		
Deepwater Warehouse	Fieldwood	83039.A		MR-3-D	O-RING, NITRILE, 2 1/2 X 2 3/4. MFR: ONESUBSEA, PN: N0300 8-230						8		0	0		
Deepwater Warehouse	Fieldwood	83040.A		MR-3-D	O-RING, 568-453 N1059-90 PK NBR. MFR: ONESUBSEA, PN: 702645-45-31						2		0	0		
Deepwater Warehouse	Fieldwood	83041.A		MR-3-D	O-RING, NITRILE, 4 7/8 X 5 1/8 X 1/8. MFR: ONESUBSEA, PN: N0300 8-249						8		0	0		
Deepwater Warehouse	Fieldwood	83042.A		MR-3-D	O-RING, PEROX NITRILE, 13/16 X 1 X 3/32. MFR: ONESUBSEA, PN: 702645-11-71						3		0	0		
Deepwater Warehouse	Fieldwood	83042.A		DWW-YARD-C-VIAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, PEROX NITRILE, 13/16 X 1 X 3/32. MFR: ONESUBSEA, PN: 702645-11-71	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83042.A		TRAINING ROOM 1	O-RING, PEROX NITRILE, 13/16 X 1 X 3/32. MFR: ONESUBSEA, PN: 702645-11-71	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83043.A		MR-3-D	SEAL TYPE 5, 1-3/8" OD. MFR: ONESUBSEA, PN: 142895-55-01-03						13		0	0		
Deepwater Warehouse	Fieldwood	83044.A		MR-3-D	5 SEAL NOM 5-1/2. MFR: ONESUBSEA, PN: 142895-18-01-03						2		0	0		
Deepwater Warehouse	Fieldwood	83045.A		MR-1-C	O-RING, SIZE AS-568-427 4.725 ID X .275 W 900/MS-1078 NITRILE PKG AND QUAL/COT 702645. MFR: ONESUBSEA, PN: 702645-42-71						4		0	0		
Deepwater Warehouse	Fieldwood	83046.A		MR-1-C	O-RING, SIZE AS-568-458 14.475 ID X .275 W 900/MS-1078 NITRILE PKG AND QUAL/CW 702645. MFR: ONESUBSEA, PN: 702645-45-81						2		0	0		
Deepwater Warehouse	Fieldwood	83046.A		TRAINING ROOM 1	O-RING, SIZE AS-568-458 14.475 ID X .275 W 900/MS-1078 NITRILE PKG AND QUAL/CW 702645. MFR: ONESUBSEA, PN: 702645-45-81	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83047.A		MR-1-C	DOWEL PIN, .436/.432 OD X 1.750 LG, TYPE "V", LAS (REF. ASTM A193, B7). MFR: ONESUBSEA, PN: 021812-94						18		0	0		
Deepwater Warehouse	Fieldwood	83048.A		MR-1-C	SCREW, SOC HD CAP .375-16 X .750 STL/A193 GR B7/ANSI B18.3ZN PL-X-4024-A. MFR: ONESUBSEA, PN: 2716050						12		0	0		
Deepwater Warehouse	Fieldwood	83049.A		MR-1-C	SPRING, CPSEN .063 X .480 OD X 1.250 SST. MFR: ONESUBSEA, PN: 712406						4		0	0		
Deepwater Warehouse	Fieldwood	83050.A		MR-1-C	SEAL RING, 3.00 ID X 4.00 OD X .750 LG, POLYPAK SEAL MOLYTHANE, TYPE BMFG PN: 461550003000-750B. MFR: ONESUBSEA, PN: 2749574-01						2		0	0		
Deepwater Warehouse	Fieldwood	83051.A		MR-1-C	SPRING, COMPRESSION, .360 OD X .045 X .500 CL & GR ENDS, SST, RATE 65 LB/IN. MFR: ONESUBSEA, PN: 2748122-01						8		0	0		
Deepwater Warehouse	Fieldwood	83051.A		DWW-YARD-C-VIAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPRING, COMPRESSION, .360 OD X .045 X .500 CL & GR ENDS, SST, RATE 65 LB/IN. MFR: ONESUBSEA, PN: 2748122-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83052.A		MR-1-C	O-RING, SIZE AS-568-427 4.725 ID X .275 W 900/MS-1004 NITRILE PKG AND QUAL/CW 702640. MFR: ONESUBSEA, PN: 702640-42-71						2		0	0		
Deepwater Warehouse	Fieldwood	83053.A		MR-1-C	SHEAR PIN SLEEVE, ACUTATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2156903-01						8		0	0		
Deepwater Warehouse	Fieldwood	83053.A		TRAINING ROOM 1	SHEAR PIN SLEEVE, ACUTATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2156903-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83054.A		MR-1-C	SHEAR PIN, ACTUATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2156904-01						10		0	0		
Deepwater Warehouse	Fieldwood	83055.A		MR-1-C	SCREW, SOC HD CAP .375-16 X 1.750 SST 316/A193 ANSI B18.3. MFR: ONESUBSEA, PN: 702505-06-00-16						16		0	0		
Deepwater Warehouse	Fieldwood	83056.A		MR-1-C	GROOVED PIN, TYPE A .375 D X 1.00 BRASS ANSI B5.209,050 LBS DOUBLE SHEAR VALUE (MIN). MFR: ONESUBSEA, PN: 711364						16		0	0		
Deepwater Warehouse	Fieldwood	83057.A		MR-1-C	SCREW, SHOULDER, .75 OD, SPECIAL. MFR: ONESUBSEA, PN: 2124841-01						8		0	0		
Deepwater Warehouse	Fieldwood	83058.A		MR-1-C	PIPE PLUG, HEX HEAD, 1/4" - 18 NPT, XTLAN COATED. MFR: ONESUBSEA, PN: 278183-01						4		0	0		
Deepwater Warehouse	Fieldwood	83059.A		MR-1-C	O-RING, SIZE AS-568-521 16.450 ID X .210 W 900/MS-1078 NITRILE PKG AND QUAL/CC 702645. MFR: ONESUBSEA, PN: 702645-52-11						2		0	0		
Deepwater Warehouse	Fieldwood	83060.A		MR-1-C	RETAINER RING, SPLUT, 2.285 ID X .128 DIA, ALIGNMENT PIN. MFR: ONESUBSEA, PN: 2099585-01						4		0	0		
Deepwater Warehouse	Fieldwood	83061.A		MR-1-C	SCREW, SOC FLAT HD .375-16 X .750 SST B18.3. MFR: ONESUBSEA, PN: 702580-06-00-12						4		0	0		
Deepwater Warehouse	Fieldwood	83062.A		MR-1-C	SEAL RING, 18 5/8-15M SPECIAL FOR PETROBRAS. MFR: ONESUBSEA, PN: 605894-12						1		0	0		
Deepwater Warehouse	Fieldwood	83062.A		TRAINING ROOM 1	SEAL RING, 18 5/8-15M SPECIAL FOR PETROBRAS. MFR: ONESUBSEA, PN: 605894-12	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83063.A		MR-1-C	METAL END CAP SEAL, 16.283 NOM. BORE, 25% NOM SQUEEZE, CAMLAST AND STAINLESS STEEL, API 6A 19TH ED, TEMP RATING: 35-275 DEG F, MATL CLASS: HH-15.0 (BASED ON R&D PN: 599514-04-05-01). MFR: ONESUBSEA, PN: 2289964-08						2		0	0		
Deepwater Warehouse	Fieldwood	83063.A		TRAINING ROOM 1	METAL END CAP SEAL, 16.283 NOM. BORE, 25% NOM SQUEEZE, CAMLAST AND STAINLESS STEEL, API 6A 19TH ED, TEMP RATING: 35-275 DEG F, MATL CLASS: HH-15.0 (BASED ON R&D PN: 599514-04-05-01). MFR: ONESUBSEA, PN: 2289964-08	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83064.A		MR-GENERAL	M1 MARINE GROWTH COVER 14 WAY, 14 X 1 1/2 RS. MFR: OCEANEERING, PN: 0321318						1		0	0		
Deepwater Warehouse	Fieldwood	83065.A		MR-GENERAL	5-SEAL, OD TYPE, E50189 HNBR MATL. MFR: FMC INDUSTRIES, PN: 48-500-146						2		0	0		
Deepwater Warehouse	Fieldwood	83066.A		MR-5-E	HOT STAB, WP=HS, 10K PSI. MFR: OCEANEERING, PN: A06280-F						1		0	0		
Deepwater Warehouse	Fieldwood	83067.A		MR-GENERAL	5 SEAL, OD TYPE, 2.827 OD X .158 CS X .270. MFR: FMC INDUSTRIES, PN: P101811						3		0	0		
Deepwater Warehouse	Fieldwood	83068.A		MR-GENERAL	5 SEAL, OD TYPE, 6.205/6.129 OD X 0.234 CS X .375 LG, E50159 85A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ 316 SS SPRINGS, .06 DIA COIL, USE SAME MOLD AS PN DP-48-1389. MFR: FMC INDUSTRIES, PN: P107332-0007						2		0	0		
Deepwater Warehouse	Fieldwood	83069.A		MR-GENERAL	5 SEAL, OD TYPE, 5.215/5.185 OD X 0.234 CS X .375 LG, E50159 85A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ 316 SS SPRINGS, .06 DIA COIL. MFR: FMC INDUSTRIES, PN: P107335-0007						3		0	0		
Deepwater Warehouse	Fieldwood	83070.A		MR-GENERAL	5 SEAL, OD TYPE, 2.889/2.898 OD X 0.234 CS X .375 LG, E50159 85A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ 316 SS SPRINGS, .06 DIA COIL, USE SAME MOLD AS PN 48-500-035. MFR: FMC INDUSTRIES, PN: P178205						4		0	0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83071.A		MR-GENERAL	5 SEAL, OD TYPE, 3.205/3.145 OD X 0.234 CS X .375 LG, E50189 90A DURO LOW HNRB MATL, W/ 316 SS SPRINGS, .06 COIL. MFR: FMC INDUSTRIES, PN: SP-48-14527						1		0	0		
Deepwater Warehouse	Fieldwood	83072.A		MW-R3-2	ACOUSTIC SAND DETECTOR WITH ODI CABLE, 6 WAY. MFR: CLAMPON, PN: 921-21120-003						1		0	0		
Deepwater Warehouse	Fieldwood	83073.A		MW-R3-2	CLAMP AND FUNNEL ASSEMBLY (WITH 4 HEX SCREWS/8 HEX NUTS). MFR: CLAMPON, 924-14122-001						1		0	0		
Deepwater Warehouse	Fieldwood	83074.A		MR-1-C	O-RING NITRILE 90A, 3/4 X 1 1/8. MFR: CAMERON, PN: 702640-21-01						4		0	0		
Deepwater Warehouse	Fieldwood	83075.A		MR-1-C	BACK-UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-16						8		0	0		
Deepwater Warehouse	Fieldwood	83076.A		MR-1-C	O-RING NITRILE 90A, 1 1/2 X 1 3/4. MFR: CAMERON, PN: 702645-27-71						1		0	0		
Deepwater Warehouse	Fieldwood	83076.A		TRAINING ROOM 1	O-RING NITRILE 90A, 1 1/2 X 1 3/4. MFR: CAMERON, PN: 702645-27-71	AFE FW580018	KATMAI/ORLOV/GE NOVESEA				4		0	0		
Deepwater Warehouse	Fieldwood	83078.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-49						16		0	0		
Deepwater Warehouse	Fieldwood	83079.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-22						2		0	0		
Deepwater Warehouse	Fieldwood	83080.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-31						8		0	0		
Deepwater Warehouse	Fieldwood	83081.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-51						8		0	0		
Deepwater Warehouse	Fieldwood	83082.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-02-30						8		0	0		
Deepwater Warehouse	Fieldwood	83083.A		MR-1-C	ALLOY SOCKET HEAD CAP SCREW, 5/16-18 X 5/8. MFR: CAMERON, PN: 702503-04-00-05						30		0	0		
Deepwater Warehouse	Fieldwood	83084.A		MR-1-C	FACE SEAL AND SEAL RING INSERT ASSEMBLY. MFR: CAMERON, PN: 140146-03-01-03						8		0	0		
Deepwater Warehouse	Fieldwood	83085.A		MR-1-C	FACE SEAL AND SEAL RING INSERT ASSEMBLY. MFR: CAMERON, PN: 140146-02-01-03						8		0	0		
Deepwater Warehouse	Fieldwood	83086.A		MR-1-C	SINGLE LIP OIL SEAL - SOLID, 1.125" SHAFT, 1.561" OD, 0.256" WIDTH, CRW1 DESIGN. MFR: CHICAGO RAWHIDE, PN: 701156						3		0	0		
Deepwater Warehouse	Fieldwood	83087.A		MR-3-C	O RING, SIZE AS-568-333 2.475 ID X 210 W 90D /MS-1078 NITRILE. MFR: CAMERON, PN: 702645-33-31 OBSOLETE						13		0	0		
Deepwater Warehouse	Fieldwood	83088.A		MR-1-C	BORE SEAL O-RINGS. MFR: SEAHORSE ENERGY, PN: 5-190001496-NC						6		0	0		
Deepwater Warehouse	Fieldwood	83089.A		MR-1-C	BACK UP NITRILE 90A. MFR: CAMERON, PN: 042000-03-80						14		0	0		
Deepwater Warehouse	Fieldwood	83090.A		MR-1-C	HEX SOCKET SET SCREW. MFR: CAMERON, PN: 2748045-01						8		0	0		
Deepwater Warehouse	Fieldwood	83090.A		TRAINING ROOM 1	HEX SOCKET SET SCREW. MFR: CAMERON, PN: 2748045-01	AFE FW580018	KATMAI/ORLOV/GE NOVESEA				32		0	0		
Deepwater Warehouse	Fieldwood	83091.A		MR-1-C	HEX HEAD CAP SCREW GR. 5 PLAIN. MFR: CAMERON, PN: 702500-04-00-14						30		0	0		
Deepwater Warehouse	Fieldwood	83092.A		MR-1-C	O RING NITRILE 90A, 2 5/8 X 2 7/8 X 1. MFR: CAMERON, PN: 702645-23-11						4		0	0		
Deepwater Warehouse	Fieldwood	83093.A		MR-1-C	LOCKDOWN CHECK ASSEMBLY. PN: 2142055-01						1		0	0		
Deepwater Warehouse	Fieldwood	83094.A		MR-3-C	LTPC, 7 WAY, RECEPTACLE (SOCKET), TITANIUM. MFR: TELEDYNE, PN: 10125671	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83095.A		MR-5-C	LTPC, 4 WAY DUMMY ROV COVER. MFR: TELEDYNE, PN: 10163041	AFE FW193006	GENOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83096.A		MW-AREA 6	ASSEMBLY, INTERNAL TREE CAP, 10K WP WITH MEC SEAL, 5.75 SSR PLUG PREP AND EXTENSION SLEEVE, G2 SPOOL/TREE SYSTEM, MATERIAL CLASS EE-NL, PSI. 3, TEMP CLASS 0 TO 350 DEG F. MFR: CAMERON, PN: 2055296-02-01, SN: 110407008	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83097.A		MR-5-C	TEST PLUG, ROV FLYING TYPE, 7 WAY. MFR: TELEDYNE, PN: 10121121	AFE FW193006	GENOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83098.A		MR-3-C	TEST CONNECTOR, 7 WAY PLUG LOOPED. MFR: TELEDYNE, PN: 10322678	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83099.A		MR-3-C	TEST CONNECTOR, 7 WAY RECEPTACLE LOOPED. MFR: TELEDYNE, PN: 10322677	AFE FW193006	GENOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83100.A		MW-R14-2	PRESSURE CAP JACKING TOOL. MFR: OCEANEERING, PN: 990701111	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83101.A		MW-R14-2	D/A HOLL-O-CYLINDER, RRH 1003, 100 TON, D44 19000, 700 BAR, 10000 PSI. MFR: ENERPAC, PN: 990701100	AFE FW193006	GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83102.B		DWW-YARD-C-VAN HCU148137 2	ASSEMBLY, PRESSURE CAP, 8"-15K CVC, 6.392 SEAL BORE, LIFTING FRAME WITH PMT RECEPTACLE, 1.38 THICK PADYEYS AND (8) ANODES, ROV PANEL (S & O), 3/8"-15K AUTOCLAVE BALL VALVE, 3/8" 10K/15K SINGLE PORT HOT STAB RECEPTACLE AND 3/8"-20K AUTOCLAVE ADAPTERS, INCONEL 625 TUBING; PSI-3; DNV 2.7-3 COMPLIANT; WOP 15,000 PSI; TEST PRESSURE 22,500 PSI. MFR: ONESURSEA, PN: 2395693-03	AFE FW193006	GENOVESA			2		0	0			
Deepwater Warehouse	Fieldwood	83103.A		MR-1-E	DYE SPEC GREEN TRACER STICKS. MFR: JMN SPECIALTIES, PN: (BATCH) 181117	AFE FW193007	TROIKA				10		0	0		
Deepwater Warehouse	Fieldwood	83104.A		DWW-YARD-C-VAN HCU148137 2	TEX 5 SHORT TERM PRESSURE CAP, 15000 PSI, 40F"-120F". MFR: TRENDSETTER, PN: A1014720	AFE FW193006	GENOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83105.A		MR-4-C	TEX 5 RING PRODUCTION GASKETS. MFR: TRENDSETTER, PN: A1006521	AFE FW193006	GENOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83105.B		MR-2-D	TEX 5 RING PRODUCTION GASKETS. MFR: TRENDSETTER, PN: A1006521						2		0	0		
Deepwater Warehouse	Fieldwood	83106.A		MR-3-C	12 WAY FEMALE. MFR: TELEDYNE, PN: 1062177-550						1		0	0		
Deepwater Warehouse	Fieldwood	83107.A		MW-AREA 1	OIL 90 DEGREE SFL TERMINATION FRAME, "COBRA HEAD". MFR: OCEANEERING, PN: 0432505						1		0	0		
Deepwater Warehouse	Fieldwood	83108.A		MW-AREA 2	RS-8 MALE COUPLERS. MFR: HUNTING ENERGY SERVICES, PN: RS-8-A-96-PK	AFE FW193006	GENOVESA				11		0	0		
Deepwater Warehouse	Fieldwood	83109.A		MW-AREA 2	RS-8 FEMALE COUPLERS. MFR: HUNTING ENERGY SERVICES, PN: RS-8-B-100-PK-PK2-C510	AFE FW193006	GENOVESA				10		0	0		
Deepwater Warehouse	Fieldwood	83110.A		MW-AREA 2	MONO COUPLER TEST FIXTURE, 5000 PSI. MFR: TRENDSETTER, PN: A1014948	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83111.A		MW-AREA 2	MONO COUPLER CROWS FEET TORQUE ADAPTER. MFR: TRENDSETTER, PN: M1014981	AFE FW193006	GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83112.A		MW-AREA 2	BUTT-WELD ADAPTERS, 2507 SUPER DUPLEX. MFR: OCEAN EDGE, PN: FWE-1828-203	AFE FW193006	GENOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83113.A		MW-AREA 2	39" STICK, 3/8" OD X .065" WT, 2507 SUPER DUPLEX TUBING - HTA: 554168; LOT#: 000206052	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83114.A		MW-AREA 4	M1 REMOVEABLE OB JUNCTION PLATE 14 WAY, M1 FIXED IB JUNCTION PLATE 14 WAY, INTERMEDIATE LOGIC CAP WELDMENT FRAME, 10K PSI (SPARE). MFR: OCEAN EDGE, PN: 1828-102 (INCOMPLETE)	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83114.A		MW-AREA 4	M1 REMOVEABLE OB JUNCTION PLATE 14 WAY, M1 FIXED IB JUNCTION PLATE 14 WAY, INTERMEDIATE LOGIC CAP WELDMENT FRAME, 10K PSI (SPARE). MFR: OCEAN EDGE, PN: 1828-102 (COMPLETE)	AFE FW193006	GENOVESA				0		0	0		
Deepwater Warehouse	Fieldwood	83115.A		DWW-YARD	TRANSPORTATION FRAME FOR PW 1X SS TYPE F2. MFR: ONESURSEA	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83116.A		OS-R2-S2	ASSY, 8"-15K S-AX GASKET, W/ 2 DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2181646-08	AFE FW193006	GENOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83116.A		OS-R2-S2	ASSY, 8"-15K S-AX GASKET, W/ 2 DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2181646-08	AFE FW580018	KATMAI/ORLOV/GE NOVESEA				4		0	0		
Deepwater Warehouse	Fieldwood	83116.B		OS-R2-S2	ASSY, 8"-15K S-AX GASKET, W/ 2 DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2181646-08	AFE FW580018	KATMAI/ORLOV/GE NOVESEA				1		0	0		
Deepwater Warehouse	Fieldwood	83117.A		OS-R1-S1	TEST BODY, 8"-15K S-AX TEST GASKET (6.417 ID), W/ 2X DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2274165-05	AFE FW193006	GENOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83117.B		OS-R1-S1	TEST BODY, 8"-15K S-AX TEST GASKET (6.417 ID), W/ 2X DOVETAIL O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: CAMERON, PN: 2274165-05	AFE FW193006	GENOVESA				1		0	0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83118.A		DWW-R11-FL	RIGGING, 2 SHACKLES AND 1 MASTER LINK. MFR: CROSBY	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83119.A		TTNU97761014561 (CLIMATE CONTROLLED)	2" PRODUCTION GASKET, 15K, SMALL BORE CONNECTOR, -50-300 DEG. MFR: VANCO, PN: 2398316-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83119.A		TRAINING ROOM 1	2" PRODUCTION GASKET, 15K, SMALL BORE CONNECTOR, -50-300 DEG. MFR: VANCO, PN: 2398316-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83120.A		MR-1-E	3" GASKET FOR API 6BX FLANGES. MFR: WOLAR, PN: BX 154	AFE FW193006	GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83121.A		MR-2-E	6" GREEN TEST GASKET, PTFE COATED, AISI 4140, STEEL. MFR: GRAYLOC, PN: 62	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83122.A		MR-1-E	BX 156 (IRON) GASKET. MFR: KLINGER	AFE FW193006	GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83123.A		MR-2-B	KLINGER SENTRY IK 7 1/16", 15K (INCLUDES SLEEVES, WASHERS, BLIND PLUG), MATL: 316SS/THERMICA. MFR: KLINGER, PN: SEINS-193221019	AFE FW183040	KATMAI				0		0	0		
Deepwater Warehouse	Fieldwood	83124.A		MW-R14-2	PLATE MOUNTING. MATL: A572 GR. 50, EPOXY PAINTED YELLOW. MFR: OCEANEERING, PN: 0503308						1		0	0		
Deepwater Warehouse	Fieldwood	83125.A		MW-R14-2	HOLD BACK CLAMP (DEEPSA TECHNOLOGIES). MFR: OCEANEERING, PN: 197940-CLAMP						1		0	0		
Deepwater Warehouse	Fieldwood	83126.A		MW-R14-2	LIFTING TOOL, GA AND LOM, PLATE BOTTOM AND TOP BOTH API 2H GRADE 50, BAR SUPPORT 1 1/4" BUN, 650MM LG, PLATE MOUNT. MFR: OCEANEERING, PN: 0503007						1		0	0		
Deepwater Warehouse	Fieldwood	83127.A		MW-R6-2	TOPSIDE TERMINATION ASSEMBLY, BOM ITEM 200. MFR: AKER SOLUTIONS, PN: 10317190						1		0	0		
Deepwater Warehouse	Fieldwood	83128.A		MW-R9-2	TOPSIDE TERMINATION GA AND LOM. MFR: OCEANEERING, PN: 0499240	AFE FW193007	TROIKA				1		0	0		
Deepwater Warehouse	Fieldwood	83129.A		MW-AREA 1	SPL PARKING POSTS ASSEMBLY. MFR: OCEANEERING, PN: 0440492	AFE FW193006	GENOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83130.A		MW-AREA 2	STUDS & NUTS, (459) 1 3/8" X 10"						459		0	0		
Deepwater Warehouse	Fieldwood	83131.A		MW-AREA 2	STUDS & NUTS, (140) 1 3/8" X 9"						140		0	0		
Deepwater Warehouse	Fieldwood	83132.A		MW-AREA 2	STUDS & NUTS, (118) 1" X 6.75"						118		0	0		
Deepwater Warehouse	Fieldwood	83133.A		MW-AREA 2	STUDS & NUTS, (288) 7/8" X 5.75"						288		0	0		
Deepwater Warehouse	Fieldwood	83134.A		MR-1-B	TEX 5 RING TEST GASKET. MFR: TRENDESETTER, PN: A1006521						2		0	0		
Deepwater Warehouse	Fieldwood	83135.A		MW-AREA 2	STUDS & NUTS, (16) 1 1/2" X 10 3/8"						16		0	0		
Deepwater Warehouse	Fieldwood	83135.B		MR-2-D	TEX 5 RING TEST GASKET. MFR: TRENDESETTER, PN: A1006521						1		0	0		
Deepwater Warehouse	Fieldwood	83136.A		OS-R3-52	SPANNER WRENCH, BUMUS-41397. MFR: OCEANEERING, PN: 0506953-1								0	0		
Deepwater Warehouse	Fieldwood	83137.A		OS-R3-52	HOT STAB. MFR: OCEANEERING, PN: A05320-H								0	0		
Deepwater Warehouse	Fieldwood	83138.A		OS-R3-52	HOT STAB. MFR: OCEANEERING, PN: A06282								0	0		
Deepwater Warehouse	Fieldwood	83139.A		OS-R3-52	HOT STAB. MFR: OCEANEERING, PN: A05320-G								0	0		
Deepwater Warehouse	Fieldwood	83140.A		MR-4-D	1 5/8" - 8X10 A 320 L7M, ALL THREAD STUD, ZINC PLATED. MFR: AKER, PN: 10326674						10		0	0		
Deepwater Warehouse	Fieldwood	83141.A		MR-4-D	WASHER, FLAT, 1 1/2" ID, CS FLZN. MFR: AKER, PN: 10078196						8		0	0		
Deepwater Warehouse	Fieldwood	83142.A		MR-4-D	WASHER, LOCK, INTERNAL TOOTHED, 1 1/2" ID. MFR: AKER, PN: 10031049						10		0	0		
Deepwater Warehouse	Fieldwood	83143.A		MR-4-D	1 1/2-8 A134 2H NUTS, DOMESTIC, ZINC PLATED. MFR: AKER, PN: 1021500						20		0	0		
Deepwater Warehouse	Fieldwood	83144.A		MR-4-D	WASHER, INTERNAL TOOTH LOCK, TYPE A, 7/8" MFR: AKER, PN: 10048234						10		0	0		
Deepwater Warehouse	Fieldwood	83145.A		MR-4-D	3/4"-10 X 1 A320 L7M HUY HEX BOLT, ZINC PLATED, DOMESTIC. MFR: AKER, PN: 10323751						4		0	0		
Deepwater Warehouse	Fieldwood	83146.A		MR-4-D	SHCS, 1/2" - 13UNRC X 2.5", L7M, ELZN. MFR: AKER, PN: 10323753						2		0	0		
Deepwater Warehouse	Fieldwood	83147.A		MR-4-D	1/4" - 20 X 1/2 PAN HEAD PHILLIPS MACHINE SCREWS, ZINC PLATED, DOMESTIC. MFR: AKER, PN: 10016851						4		0	0		
Deepwater Warehouse	Fieldwood	83148.A		MR-4-D	NUT, HEX, 1/2" - 13 UNC. MFR: AKER, PN: 10190004						2		0	0		
Deepwater Warehouse	Fieldwood	83149.A		MR-4-D	NUT, HEX, HEAVY, 7/8" - 9 UNC. MFR: AKER, PN: 10120510						6		0	0		
Deepwater Warehouse	Fieldwood	83150.A		MR-4-D	7/8" - 9 X 5 A320 L7M HUY HEX BOLT, ZINC PLATED, DOMESTIC. MFR: AKER, PN: 10323752						6		0	0		
Deepwater Warehouse	Fieldwood	83151.A		MW-AREA 6	BOLT, 1/2-13 UNC X 4" HHXD. 316. MFR: ABCO SUBSEA, PN: 5002.68						9		0	0		
Deepwater Warehouse	Fieldwood	83152.A		MW-AREA 6	NUT, 1/2-13 UNC NYLOCK, 316. MFR: ABCO SUBSEA, PN: 5000.89						9		0	0		
Deepwater Warehouse	Fieldwood	83153.A		MW-AREA 6	WASHER, 1/2 MS-819 (1 3/8 OD X 11 THK), 316. MFR: ABCO SUBSEA, PN: 5002.80						18		0	0		
Deepwater Warehouse	Fieldwood	83154.A		MR-GENERAL	VBR (VERTEBRAE BEND RESTRICTORS). MFR: WHITEFIELD PLASTICS, PN: 7187234VBRHD						1		0	0		
Deepwater Warehouse	Fieldwood	83155.A		MW-AREA 6	M7 VBR FLANGE, 5.96" ID X 22" PL, PU 85-D YELLOW. MFR: ABCO SUBSEA, PN: 0502297						1		0	0		
Deepwater Warehouse	Fieldwood	83156.A		MW-AREA 6	M7 VBR SEGMENT 6" ID, 412" LBR, 3.5 DEG. RA, PU 85D YELLOW. MFR: ABCO SUBSEA, PN: 0502298						1		0	0		
Deepwater Warehouse	Fieldwood	83157.A		MW-AREA 6	M7 VBR CAP, 6" ID, PU 85D YELLOW. MFR: ABCO SUBSEA, PN: 0502299						1		0	0		
Deepwater Warehouse	Fieldwood	83158.A		MR-GENERAL	CEM HYDRAULIC COUPLER ASSY, SPECIALTY. MFR: HUNTING ENERGY SERVICES, PN: 2207411						2		0	0		
Deepwater Warehouse	Fieldwood	83159.A		MR-GENERAL	SEAL, METAL C-RING, INCONEL 71, 33.07MM OD X 2.39MM. MFR: FMC TECHNOLOGIES, PN: P206958	AFE FW205014	GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83160.A		MR-GENERAL	METAL SEAL, MSBMS-II-UD BODY, F/ 5-15K HANGER, INCONEL 625, SILVER PLATED, 4.686 OD X 3.913 ID, 0.450 LG, F/ HALLIBURTON CROWN PLUG. MFR: FMC TECHNOLOGIES, PN: P1000011680	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83161.A		MR-GENERAL	METAL SEAL, MSBMS-II-UD BODY, F/ 5-15K HANGER, INCONEL 625, SILVER PLATED, 4.988 OD X 4.217 ID, 0.450 LG, F/ HALLIBURTON CROWN PLUG. MFR: FMC TECHNOLOGIES, PN: P1000011678	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83162.A		MR-GENERAL	S-SEAL, OD TYPE, NON STD GEOMETRY, 1.506/1.494 OD X 0.140 CS X 0.185 LG, W/ 316 SS SPRINGS, .06 DIA COIL, USE SAME MOLD AS 48-500-232. MFR: FMC TECHNOLOGIES, PN: DP-48-4279	AFE FW205014	GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83163.A		MR-GENERAL	S-SEAL, ID TYPE, 13.707/13.653 OD X 0.300 CS X 0.516 LG, E50159 90A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ COAXIAL COMPOSITE & ELGILOY SPRINGS, .09 & .06 DIA COILS, USE SAME MOLD AS, P/N P106191-0003. MFR: FMC TECHNOLOGIES, PN: P182166	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83164.A		MR-GENERAL	S-SEAL, B TYPE EXTERNAL, NON STD GEOMETRY, 15.155/15.065 OD X 0.330 CS X 0.531 LG, W/ COAXIAL COMPOSITE & ELGILOY SPRINGS, .09 & .06 DIA COILS. MFR: FMC TECHNOLOGIES, PN: P1000009444	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83165.A		MR-GENERAL	S-SEAL, OD TYPE, 14.794 / 14.706 OD X 0.500 CS X .555 LG, E50159 85A DURO HIGH TEMP HNBR (NORSOK COMPLIANT) MATL, W/ COAXIAL COMPOSITE & ELGILOY SPRINGS, .09 DIA COIL. MFR: FMC TECHNOLOGIES, PN: P182168	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83166.A		MR-S-D	TEX-2 625 PRODUCTION GASKET, MFR:TRENDESETTER, PN: TSN902285						1		0	0		
Deepwater Warehouse	Fieldwood	83166.B		MR-S-D	TEX-2 625 PRODUCTION GASKET, MFR:TRENDESETTER, PN: TSN902285						1		0	0		
Deepwater Warehouse	Fieldwood	83167.A		MR-S-D	TEST GASKET, INCONEL-718, PTFE COATING, M21700. MFR: DESTEC ENGINEERING, PN: HD8B 21698						6		0	0		
Deepwater Warehouse	Fieldwood	83168.A		MR-GENERAL	1" X 10" RATCHET TIE DOWN SET (PACK OF 4), 1500 LB. MAX, 500 LB. WLL. MFR: ERICKSON, PN: 31352						2		0	0		
Deepwater Warehouse	Fieldwood	83169.A		MW-AREA 4	GUIDE AND LOCKING FUNNEL, UH-575/550, MALE, 15K. MFR: UNITECH, PN: 27324/O						1		0	0		
Deepwater Warehouse	Fieldwood	83170.A		MW-AREA 4	ANTI ROTATION FORK, UH-550, ROV OPERATED. MFR: UNITECH, PN: 8142/E						1		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83171.A		MW-AREA 4	MQC 12/12 FEMALE TERMINATOR BRAVO. MFR: UNITECH, PN: G04-3988-05-21255 #01						1		0	0		
Deepwater Warehouse	Fieldwood	83172.A		MW-AREA 6	UH-550, F - 7.500 2" CONNECTOR, FEMALE PART. MFR: UNITECH, PN: G02-7011-8090/#31/0900						1		0	0		
Deepwater Warehouse	Fieldwood	83173.A		MW-AREA 6	MQC 12/10 MALE INCL. UH-107 WITH 3/8" NPTF. MFR: UNITECH, PN: G04-3953-05-21522-04						1		0	0		
Deepwater Warehouse	Fieldwood	83174.A		MW-AREA 6	MQC 12/10 MALE INCL. UH-107 WITH 3/8" NPTF. MFR: UNITECH, PN: G04-3953-05-21522-03						1		0	0		
Deepwater Warehouse	Fieldwood	83175.A		MR-3-B	RETAINER, GASKET SEAL. MFR: VANC0, PN: 2124583-01 REV. B01						13		0	0		
Deepwater Warehouse	Fieldwood	83176.A		MW-AREA 4	UH-575 FEMALE WITH 2" SCH XXS PIPE - 15000 PSI. MFR: UNITECH, PN: G02-1187-09-25379-A #01						1		0	0		
Deepwater Warehouse	Fieldwood	83177.A		MW-AREA 4	FLUSHING MQC, INBOARD, 4 WAY, 1-1. MFR: AKER, PN: 10151348 REV 01/01						1		0	0		
Deepwater Warehouse	Fieldwood	83178.A		MW-AREA 4	J-PLATE ASSY, CTC, S-L. MFR: AKER, PN: 10017646 REV 02						1		0	0		
Deepwater Warehouse	Fieldwood	83179.A		OS-R3-S2	M/D LINER DEBRIS CAP 18 3/8", MATL: 65300 - POLYETHYLENE. MFR: PRECISION FLUOROCARBON INC., PN: 2035503-02						2		0	0		
Deepwater Warehouse	Fieldwood	83180.A		MW-AREA 1	18-3/4" VX RING GASKET, 316 SS. MFR: X-CEL AMP, PN: 111227-1.						1		0	0		
Deepwater Warehouse	Fieldwood	83181.A		BW-NEP-AREA	ICE MAKER (MODEL KD70400A-161) AND ICE STORAGE BIN (MODEL K400). MFR: MANITOWOC FOODSERVICE, INC.		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83182.A		MR-GENERAL	FIRE EXTINGUISHER BOX, FOR NEPTUNE, VK 826		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83183.A		OS-GENERAL	STRUCTURAL FRP TANK. MFR: PENTAIR, PN: CH30646-02010101-30		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83184.A		OS-GENERAL	STRUCTURAL FRP TANK. MFR: UNKNOWN.		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83185.A		OS-GENERAL	NAV-AID FRESNEL LENS FOR MAX LUMINA MARINE SIGNAL LANTERN, 300 MM. MFR: TIDELAND, PN: ML-300		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83185.B		OS-GENERAL	NAV-AID FRESNEL LENS FOR MAX LUMINA MARINE SIGNAL LANTERN, 300 MM. MFR: TIDELAND, PN: ML-300		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83186.A		BW-NEP-AREA	METHANOL PUMP MOTOR, 20V 120W. MFR: MARATHON, PN: 284TTGN407698B L		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83187.A		BW-NEP-AREA	STEEL ENGINE PULLER		NEPTUNE				1		0	0		
Deepwater Warehouse	Fieldwood	83188.A		MW-AREA 1	GASKET, 10", 1.5M, SEAL PLATE. MCPAC. MFR: VANC0, PN: 2124579-02						1		0	0		
Deepwater Warehouse	Fieldwood	83189.A		MR-1-E	ST RG RETAINER/BUSHING ASSY. MFR: FISHER, PN: 25A66830X72						1		0	0		
Deepwater Warehouse	Fieldwood	83190.A		OS-R3-S2	GENERAL SERVICE GAUGE, 0-5000 PSI, 316 SS TUBE AND SOCKET. MFR: MARSH, PN: 097975						1		0	0		
Deepwater Warehouse	Fieldwood	83191.B		OS-R3-S2	3XMS TREE GAUGE, 0-5000 PSI, AISI 316 TUBE AND SOCKET. MFR: ASHCROFT						1		0	0		
Deepwater Warehouse	Fieldwood	83192.A		MW-AREA 5	UH-550 MALE TEST 2" STAB CONNECTOR RECEPTACLE. MFR: UNITECH, PN: G02-3956-05-21440-02						1		0	0		
Deepwater Warehouse	Fieldwood	83193.A		MW-AREA 5	MQC 2 MALE TERMINATOR ALPHA GENERAL ARRANGEMENT AND INTERFACE. MFR: UNITECH, PN: 21747						2		0	0		
Deepwater Warehouse	Fieldwood	83194.A		OS-GENERAL	ISOLATION NEEDLE VALVE (TREE MOUNTED), 10K WP, 3/4 TURN, 0.359 BORE, 4 BOLT BOX151 CONNECTION, MATL: CLASS 1FF, TEMP RATING: -20 TO 140 DEG F, API6A & 17D, PSL-3, NACE MR-01-75, ASME VIII/DIV2, OLIVER. MFR: ONESUBSEA, PN: 2205741-04						1		0	0		
Deepwater Warehouse	Fieldwood	83195.A		MW-R9-3	OUTER JACKET REPAIR KIT (TAPE, WELDER, ROD, SANDING ROLL, FILE, HEAT GUN, SCRAPER, CUTTER). MFR: OCEANEERING, PN: VANIGUS		TROIKA				1		0	0		
Deepwater Warehouse	Fieldwood	83196.A		MW-AREA 3	3.75" BLANK EXTENSION, 12" LONG. MFR: HUNTING ENERGY SERVICES						1		0	0		
Deepwater Warehouse	Fieldwood	83197.A		BW-AREA 1	M1 REMOVABLE LOGIC CROSSOVER PLATE, 14 WAY, 3 LINES. MFR: OCEANEERING, PN: 0508204		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83198.A		DWW-YARD-C-VAN PB1U4095260	CENTRAMAX CENTRALIZER SUB, RT1, 11.875", 71.8#, 140KSI MYS, THS13, MFR: INNOVEK, PN: RT1-302-9901-0324-0016		ORLOV				14		0	0		
Deepwater Warehouse	Fieldwood	83198.A		DWW-YARD-C-VAN HUC1148137	CENTRAMAX CENTRALIZER SUB, RT1, 11.875", 71.8#, 140KSI MYS, THS13, MFR: INNOVEK, PN: RT1-302-9901-0324-0016		ORLOV				4		0	0		
Deepwater Warehouse	Fieldwood	83198.A		DWW-YARD-C-VAN MOTU 045905745G1	CENTRAMAX CENTRALIZER SUB, RT1, 11.875", 71.8#, 140KSI MYS, THS13, MFR: INNOVEK, PN: RT1-302-9901-0324-0016		ORLOV				4		0	0		
Deepwater Warehouse	Fieldwood	83199.A		DWW-YARD-C-VAN PB1U4095260	CENTRAMAX CENTRALIZER SUB, PT1, 18.00" 117#, VAM HD-L Q125HP. MFR: INNOVEK, PN: PT1-457-5803-0504-0009		GENOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83199.A		DWW-YARD-C-VAN 43342242G1	CENTRAMAX CENTRALIZER SUB, PT1, 18.00" 117#, VAM HD-L Q125HP. MFR: INNOVEK, PN: PT1-457-5803-0504-0009		GENOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83200.A		MW-AREA 4	GUIDE SHOE, 7 3/4" TSH 523, NON-DOPELESS, 46.1# Q125/140Y F1009. MFR: BLACKHAWK, PN: 0114055 A		GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83201.A		MW-AREA 4	STOP COLLAR, 22" LO HD DBL, STSC R CS. MFR: LEGACY, PN: 6026022		KATMAI				117		0	0		
Deepwater Warehouse	Fieldwood	83202.A		MW-AREA 4	CENTRALIZER, BOW SPRING 22 STR LO LPWLD BSR 31.62 OD CS. MFR: LEGACY, PN: 1108522		KATMAI				18		0	0		
Deepwater Warehouse	Fieldwood	83203.A		MW-AREA 4	7 3/4" 46.1# FLOAT COLLAR, THS23 DL ATRB. MFR: INNOVEK, PN: 735-197-9901-0326		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83204.A		MW-AREA 4	7 3/4" 46.1# FLOAT COLLAR, THS23 DL AFRB TBRO Q12. MFR: INNOVEK, PN: 735-197-0901-0344-ATAB		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83205.A		MW-AREA 4	7 3/4" 46.1# REAMER SHOE. MFR: INNOVEK, PN: 704-197-0901-0326-210		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83206.A		BW-AREA 3	10 3/4" TSH WEDGE, MAC II CROSSOVER, DOPELESS, 85.3-97.1#. MFR: TENARIS, PN: K&B-011811-050						4		0	0		
Deepwater Warehouse	Fieldwood	83207.A		TRAINING ROOM 1	SEAL BODY, TYPE K-SEAL F/ 17.500 DIA BORE. MFR: ONESUBSEA, PN: 2091059-03-01		KATMAI/ORLOV/GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83208.A		OS-R1-S2	ROC RAMPING GAUGE SIMULATOR, SUPPLY VOLTAGE 36-48V, GAUGE CURRENT 6-108MA, RS232 SERIAL CONNECTOR. MFR: WELL DYNAMICS (HALLIBURTON), PN: 9650-6052	AFE FW580018	KATMAI/ORLOV/GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83209.A		OS-R1-S2	SUBSEA CHEMICAL INJECTION METERING VALVE SIMULATOR, 100-240 VAC, 50/60 HZ, 24VDC. MFR: SKOFLO, PN: 100322-1200-CAN-FL		KATMAI/ORLOV/GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83210.A		OS-R1-S2	PERSONAL COMPUTER FOR FLOWMETER GAUGE SIMULATION SYSTEM. MFR: PANASONIC TOUGHBOOK, PN: CF-54FX128YM		KATMAI/ORLOV/GENOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83211.A		MW-AREA 4	CVC CONNECTOR, USED FOR PIG RECEIVER LAUNCHER (PRL) CONNECTION. MFR: ONESUBSEA, PN: 50269708H1-02	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83212.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC EL ROV LTC 4/7/12 UCOVERS 4/7/12-WAY BULKHEAD ROV RECEPTACLE WITH PADDLE HANDLES. MFR: TELEDYNE, PN: 2185425-04-09	AFE FW580018	KATMAI/ORLOV/GENOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83213.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC EL ROV LOOP, 12 PIN, MALE. MFR: TELEDYNE, PN: 2197088-41-11	AFE FW580018	KATMAI/ORLOV/GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83214.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC EL ROV PARK, 4/7/12P W/O INS, MATL: TITANIUM. MFR: TELEDYNE, PN: 2197088-37-05	AFE FW580018	KATMAI/ORLOV/GENOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83215.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	OSS BARROW, STAB PLATE DUMMY, 12 WAY ELECTRICAL FEMALE. MFR: ONESUBSEA, PN: 223521-42-02	AFE FW580018	KATMAI/ORLOV/GENOVESA				2		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83216.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING FOR 4.375 SSR W/ 1 ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2749294-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				12		0	0		
Deepwater Warehouse	Fieldwood	83216.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING FOR 4.375 SSR W/ 1 ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2749294-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				8		0	0		
Deepwater Warehouse	Fieldwood	83217.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MECHANICAL SPARES, 4.375 SS WIRELINE ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2166284-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				2		0	0		
Deepwater Warehouse	Fieldwood	83217.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MECHANICAL SPARES, 4.375 SS WIRELINE ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2166284-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				3		0	0		
Deepwater Warehouse	Fieldwood	83218.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPRING, OD: 0.720", WIRE: 0.112", LENGTH: 1.5", SPRING RATE: 158.5 LB/IN, MATL: 302 SS. MFR: ONESUBSEA, PN: 2748415-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				4		0	0		
Deepwater Warehouse	Fieldwood	83218.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPRING, OD: 0.720", WIRE: 0.112", LENGTH: 1.5", SPRING RATE: 158.5 LB/IN, MATL: 302 SS. MFR: ONESUBSEA, PN: 2748415-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				4		0	0		
Deepwater Warehouse	Fieldwood	83219.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	METAL SEAL RING, 4.375", SSR WL PLUG. MFR: ONESUBSEA, PN: 2748650-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				3		0	0		
Deepwater Warehouse	Fieldwood	83219.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	METAL SEAL RING, 4.375", SSR WL PLUG. MFR: ONESUBSEA, PN: 2748650-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				3		0	0		
Deepwater Warehouse	Fieldwood	83220.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPRING, CPRSM, .125 X .970 OD X 3.5 SST, ENDS GROUND, 44.2 LB/IN RATE, 11.4 ACTIVE COILS, 13.4 TOTAL COILS. MFR: ONESUBSEA, PN: 2748264-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				8		0	0		
Deepwater Warehouse	Fieldwood	83221.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPARES, 8"-15K S-AX PRODUCTION GASKET (KIT). MFR: ONESUBSEA, PN: 2500896-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				3		0	0		
Deepwater Warehouse	Fieldwood	83222.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPARES, 8"-15K CVC OUTBOARD CONNECTORS (KIT). MFR: ONESUBSEA, PN: 2500896-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				1		0	0		
Deepwater Warehouse	Fieldwood	83223.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 124, 1.268 ID X 1.440 OD NITRILE, PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-01-24	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				48		0	0		
Deepwater Warehouse	Fieldwood	83223.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 124, 1.268 ID X 1.440 OD NITRILE, PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-01-24	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				98		0	0		
Deepwater Warehouse	Fieldwood	83224.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER, PEEK UP SEAL, HYDRAULIC STAB, G2, SPOOL TREE SYSTEM. MFR: ONESUBSEA, PN: 2142381-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				24		0	0		
Deepwater Warehouse	Fieldwood	83225.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-125, 1.299 ID X 1.03W, MATL: GREEN TWEED, CHEMRAZ, OR DU PONT - KALREZ 4079. MFR: ONESUBSEA, PN: 2731180-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				3		0	0		
Deepwater Warehouse	Fieldwood	83225.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-125, 1.299 ID X 1.03W, MATL: GREEN TWEED, CHEMRAZ, OR DU PONT - KALREZ 4079. MFR: ONESUBSEA, PN: 2731180-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				3		0	0		
Deepwater Warehouse	Fieldwood	83226.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 125, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2749304-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				6		0	0		
Deepwater Warehouse	Fieldwood	83226.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 125, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2749304-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				5		0	0		
Deepwater Warehouse	Fieldwood	83228.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 454, 12.524 ID X 12.996 OD NITRILE, PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-04-54	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				6		0	0		
Deepwater Warehouse	Fieldwood	83228.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 454, 12.524 ID X 12.996 OD NITRILE, PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-04-54	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				12		0	0		
Deepwater Warehouse	Fieldwood	83229.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 208, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2748250-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				120		0	0		
Deepwater Warehouse	Fieldwood	83229.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 208, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2748250-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				214		0	0		
Deepwater Warehouse	Fieldwood	83230.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-115, .674 ID X .103W 900/MS-1078, NITRILEPKG AND QUAL. MFR: ONESUBSEA, PN: 702645-11-51	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				24		0	0		
Deepwater Warehouse	Fieldwood	83230.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-115, .674 ID X .103W 900/MS-1078, NITRILEPKG AND QUAL. MFR: ONESUBSEA, PN: 702645-11-51	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				89		0	0		
Deepwater Warehouse	Fieldwood	83231.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, 348, CHEMRAZ 526, GREEN TWEED. MFR: ONESUBSEA, PN: 2748686-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				3		0	0		
Deepwater Warehouse	Fieldwood	83231.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, 348, CHEMRAZ 526, GREEN TWEED. MFR: ONESUBSEA, PN: 2748686-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				1		0	0		
Deepwater Warehouse	Fieldwood	83232.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 115, .702 INCH ID X .874 INCH OD, DUROMETER 90, NITRILE, PARBAK B-SERIES. MFR: ONESUBSEA, PN: 042000-01-15	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				94		0	0		
Deepwater Warehouse	Fieldwood	83233.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER RING, PEEK UP SEAL, HYDRSTAB, G2 SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2142790-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				48		0	0		
Deepwater Warehouse	Fieldwood	83233.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER RING, PEEK UP SEAL, HYDRSTAB, G2 SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2142790-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				77		0	0		
Deepwater Warehouse	Fieldwood	83234.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KEY, RECTRACTABLE ORIENTATION, INTERNAL TREE CAP, SPOOLTREE SYSTEM, 10K, AISI 4130 LAS, FLUROPOLYMER, API 6A 20TH ED, API 17D 2ND ED. MFR: ONESUBSEA, PN: 2155928-01-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				1		0	0		
Deepwater Warehouse	Fieldwood	83234.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KEY, RECTRACTABLE ORIENTATION, INTERNAL TREE CAP, SPOOLTREE SYSTEM, 10K, AISI 4130 LAS, FLUROPOLYMER, API 6A 20TH ED, API 17D 2ND ED. MFR: ONESUBSEA, PN: 2155928-01-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				2		0	0		
Deepwater Warehouse	Fieldwood	83235.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	LIP SEAL, AXIAL FOR .852 DIA BOREX. 666 DIA ROD, PEEK W/ ELGILOYSPRING. MFR: ONESUBSEA, PN: 2748243-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				72		0	0		
Deepwater Warehouse	Fieldwood	83235.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	LIP SEAL, AXIAL FOR .852 DIA BOREX. 666 DIA ROD, PEEK W/ ELGILOYSPRING. MFR: ONESUBSEA, PN: 2748243-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				124		0	0		
Deepwater Warehouse	Fieldwood	83236.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-120, .987 ID X .103 W 85D, MS-001068 CAMLAST™ PKG AND QUAL/CAMERON	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				3		0	0		
Deepwater Warehouse	Fieldwood	83237.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	VEE PACKING RING, 4.375" WL PLUG. MFR: ONESUBSEA, PN: 2748806-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				6		0	0		
Deepwater Warehouse	Fieldwood	83237.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	VEE PACKING RING, 4.375" WL PLUG. MFR: ONESUBSEA, PN: 2748806-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESEA				20		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83238.A		TRAINING ROOM 1 DWW-YARD-C-VAN	SHEAR PIN, #16/614 DIA X 1.0 LGHALF KNURL BRASS #464. MFR: ONESUBSEA, PN: 263134-17	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83239.A		TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 381, 12.028 ID X 12.394 OD NITRILE PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-03-81	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83239.A		TRAINING ROOM 1 DWW-YARD-C-VAN	BACK UP RING, SIZE 381, 12.028 ID X 12.394 OD NITRILE PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-03-81	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83240.A		TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-381, 11.975 ID X .210 W 900 / MS-1078, NITRILEPKG AND QUAL/CIW 702645. MFR: ONESUBSEA, PN: 702645-38-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				18		0	0		
Deepwater Warehouse	Fieldwood	83240.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O RING, SIZE AS-568-381, 11.975 ID X .210 W 900 / MS-1078, NITRILEPKG AND QUAL/CIW 702645. MFR: ONESUBSEA, PN: 702645-38-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				14		0	0		
Deepwater Warehouse	Fieldwood	83241.A		TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-208, .609 ID X .139 W, 850/MS-001131, DUROCAM PKG AND QUAL/CAMERON 702647. MFR: ONESUBSEA, PN: 702647-20-85	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				102		0	0		
Deepwater Warehouse	Fieldwood	83241.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O RING, SIZE AS-568-208, .609 ID X .139 W, 850/MS-001131, DUROCAM PKG AND QUAL/CAMERON 702647. MFR: ONESUBSEA, PN: 702647-20-85	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				116		0	0		
Deepwater Warehouse	Fieldwood	83242.A		TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 353, 5.028 ID X 5.394 OD NITRILE PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-03-53	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83243.A		TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG, AFO, LEE CO, .375-24, MP35NNACE, MR0175. MFR: ONESUBSEA, PN: 2826603-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				7		0	0		
Deepwater Warehouse	Fieldwood	83244.A		TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SPECIAL, 12.14 ID X 12.56 OD X 0.228 HT, HNBR RUBBER, 95 DURO, N4007-95. MFR: ONESUBSEA, PN: 2788002-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83244.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O RING, SPECIAL, 12.14 ID X 12.56 OD X 0.228 HT, HNBR RUBBER, 95 DURO, N4007-95. MFR: ONESUBSEA, PN: 2788002-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83245.A		TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 360 INNER DIAMETER, 5.903 INCH, OUTER DIAMETER, 6.269 INCH, NITRILE, PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-03-60	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				7		0	0		
Deepwater Warehouse	Fieldwood	83246.A		MR-2-B DWW-YARD-C-VAN	SEAL BODY, TYPE K SEAL, F/12.675 DIA BORE. MFR: ONESUBSEA, PN: 2091059-05-01		GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83246.A		TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL BODY, TYPE K SEAL, F/12.675 DIA BORE. MFR: ONESUBSEA, PN: 2091059-05-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83247.A		TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC EFL 12P TO 125 TP 60M, CONNECTOR HOUSING MTL: TITANIUM. MFR: ONESUBSEA, PN: 2197088-51-22	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83247.B		MW-AREA 2	GENERIC EFL 12P TO 125 TP 60M, CONNECTOR HOUSING MTL: TITANIUM. MFR: ONESUBSEA, PN: 2197088-51-22	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83248.A		MW-AREA 6 DWW-YARD-C-VAN	ASSEMBLY, TREE DEBRIS CAP, G2/G3 SPOOL TREE SYSTEM, WITH H4 VETCO MANDREL PROFILE TOP. MFR: ONESUBSEA, PN: 2181899-14	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83249.A		TTNU977610145G1 (CLIMATE CONTROLLED)	ASSEMBLY, 8"-15K S-AX TEST GASKET (6.417 ID), W/ 2X DOVETAIL, O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: ONESUBSEA, PN: 2274164-05	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83249.B		TTNU977610145G1 (CLIMATE CONTROLLED)	ASSEMBLY, 8"-15K S-AX TEST GASKET (6.417 ID), W/ 2X DOVETAIL, O-RING GROOVES, SPHERICAL SEALING SURFACE. MFR: ONESUBSEA, PN: 2274164-05	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83250.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	REPLACEMENT SEAL KIT, G3 SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2341915-01-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83251.A		MR-4-C	SPARES, 8"-15K CVC PRESSURE CAP (ELASTOMERIC SEAL). MFR: ONESUBSEA, PN: 2500896-05	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83252.A		MR-2-B	SPARES, 8"-15K CVC MTM PRESSURE CAP. MFR: ONESUBSEA, PN: 2500896-06	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83252.A		TRAINING ROOM 1	SPARES, 8"-15K CVC MTM PRESSURE CAP. MFR: ONESUBSEA, PN: 2500896-06	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83253.A		MW-AREA 6 DWW-YARD-C-VAN	MOQ, PLATE, OB, TEST/FLUSH, 12 WAY, AKS. MFR: ONESUBSEA, PN: CM-018106-14	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83254.A		TTNU977610145G1 (CLIMATE CONTROLLED)	SPECIAL GASKET, CIW, AX/VX, SYMMETRICAL DESIGN TO FIT 18 3/4" 10K VETCO (VX), HOUSING CONNECTION, 316SS, WITH O-RING GROOVES, SILVER PLATED. MFR: ONESUBSEA, PN: 2235142-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83255.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	(KIT) - SPARES, ROUTINE, RECEIVED GOOD REPAIR INTERNAL TREE CAP WITH K-SEAL, 15K, SPOOL TREE SYSTEM.	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83256.A		MW-AREA 6 DWW-YARD-C-VAN	MARINE GROWTH COVER, 1 1/3 WAY FOR PARKING PLATES. MFR: ONESUBSEA, PN: 223532-29	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83257.A		TTNU977610145G1 (CLIMATE CONTROLLED)	SPECIAL GASKET, CIW, SPHERICAL, AX/VX, SYMMETRIC DESIGN TO FIT 18 3/4" 10K VETCO VX HOUSING CONNECTION, 316SS, NO RESILIENT RINGS, SILVER PLATED. MFR: ONESUBSEA, PN: 2235142-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83258.A		MW-AREA 6 DWW-YARD-C-VAN	FWEEKAT - INTENSIFIER FREE STAB PLATE, 6/0 WON TREE. MFR: ONESUBSEA, PN: 223520-67	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83259.A		TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC T&F PLATE FOR FREE PLATE, 1 1/3 WAY. MFR: ONESUBSEA, PN: 223518-69	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83260.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GENERIC ASSY PTT, 15K W/HARNES 6MM, 12 WAY PIN. MFR: ONESUBSEA, PN: 223367-79	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83261.A		MW-AREA 6	ASSEMBLY, FOR FAT, INTERNAL TREE CAP, G3 SPOOLTREE SYSTEM, 10K, MEC SEAL WITHOUT K-SEAL, 4.767 IN ELMAR WIRING PLUG PREP, EXTENSION SLEEVE, SPRINGLOADED KEY AND DEBRIS SLOTS. MFR: ONESUBSEA, PN: 2180719-32	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83262.A		MW-AREA 6	GENERIC, T&F PLATE FOR FIXED PLATE, 20/0 WAY. MFR: ONESUBSEA, 223520-71	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83263.A		MR-2-B	SEAL, METAL END CAP SEAL, 17.832" NOM SEAL BORE. MFR: ONESUBSEA, PN: 647438-15-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83263.A		TRAINING ROOM 1 DWW-YARD-C-VAN	SEAL, METAL END CAP SEAL, 17.832" NOM SEAL BORE. MFR: ONESUBSEA, PN: 647438-15-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83264.A		TTNU977610145G1 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 13.188/13.191 SEAL BORE WITH OD BUMP AND SQUARE END CAPS. MFR: ONESUBSEA, PN: 2026350-07-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83265.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	M1 FIXED JUNCTION PLATE. 14 WAY, 11 X 1/2 IN RS-NV TO M9, 3 X 1 IN RS-NV TO M9, ASSEMBLY. MFR: OCEANEERING, PN: 166370-001	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83266.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	REMOVABLE IWOCs, TH, 14 WAY, 9 X 1/2 IN RS, 3 X 1 RS LINES, ASSEMBLY. MFR: OCEANEERING, PN: 0510989 SN: 165617-001	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83266.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	REMOVABLE IWOCs, TH, 14 WAY, 9 X 1/2 IN RS, 3 X 1 RS LINES, ASSEMBLY. MFR: OCEANEERING, PN: 0510989 SN: 165618-001	AFE FW183040	KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83267.A		MW-AREA 4	INBOARD PLATE, 14 WAY. MFR: OCEANEERING, PN: 0428794 REV A	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83268.A		MW-AREA 4	BEND RESTRICTOR. MFR: OCEANEERING, NO PN.	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83269.A		MR-1-C	FEMALE COUPLER. MFR: OCEANEERING, PN: 0428079	AFE FW205014	GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83270.B		MR-1-C	FEMALE COUPLER. MFR: OCEANEERING, PN: 0428228	AFE FW205014	GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83271.A		MW-AREA 4	REMEDIATION PANEL FOR M1 PLATE. MFR: OCEANEERING, PN: NONE.	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83272.A		MW-AREA 6	BACKUP HANGER ASSEMBLY. MFR: OES, PN: 2301984-07-01, SN: 500026436-1 (3' X 17' PALLET)		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83272.A		MW-AREA 5	BACKUP HANGER ASSEMBLY. MFR: OES, PN: 2301984-07-01, SN: 121452425-1 (3' X 10' PALLET)		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83273.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	CC-SEAL, .888 OD X .640 ID X .124 CS. MFR: ONESUBSEA, PN: 2248632-02	AFE FW580018	KATMAI/ORLOV/GE NOVESA				382		0	0		
Deepwater Warehouse	Fieldwood	83274.A		MR-1-B	SPLIT LOAD RING, FOR 4.883" NOM RUH-2. MFR: ONESUBSEA, PN: 2216807-12		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83275.A		MR-1-B	UPPER LOAD RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216807-34		KATMAI				1		0	0		
Deepwater Warehouse	Fieldwood	83276.A		MR-GENERAL	CPI COUPLER, MALE 1/2, RS, STD. MFR: AKER SOLUTIONS, PN: 10329147	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83277.A		MR-GENERAL	CPI RS-8 FEMALE TEST COUPLER. MFR: AKER SOLUTIONS, PN: 10330273	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83278.A		MR-GENERAL	CPI 1/2" MALE RS COUPLER WITH FITTINGS. MFR: AKER SOLUTIONS, PN: 10264287	AFE FW580018	KATMAI/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83279.A		MW-AREA 4	13 TON CRANE, 4 PIECES. MFR: CORE LIFTING, PN: 27687		GC-65				1		0	0		
Deepwater Warehouse	Fieldwood	83280.A		DWW-YARD	3 1/2" X 20' SLING, 102 TONS, VERTICAL. SN: HOU-058482-002	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83281.A		DWW-YARD	3 1/2" X 20' SLING, 102 TONS, VERTICAL. SN: HOU-058482-001	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83282.A		DWW-YARD	3" X 20' SLING, 77 TONS, VERTICAL. PN: 7106191, SN: HOU-05723-001	AFE FW205014	GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83283.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 023, 1.080 ID. MFR: ONESUBSEA, PN: 042000-00-23	AFE FW580018	KATMAI/ORLOV/GE NOVESA				24		0	0		
Deepwater Warehouse	Fieldwood	83283.A		TRAINING ROOM 1 DWW-YARD-C-VAN	BACK UP RING, SIZE 023, 1.080 ID. MFR: ONESUBSEA, PN: 042000-00-23	AFE FW580018	KATMAI/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83285.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 1.020 +/- .004 ID. MFR: ONESUBSEA, PN: 2748250-38	AFE FW580018	KATMAI/ORLOV/GE NOVESA				72		0	0		
Deepwater Warehouse	Fieldwood	83286.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	B-POR BACK UP RING, SIZE 318, 1.013 ID. MFR: ONESUBSEA, PN: 042000-03-18	AFE FW580018	KATMAI/ORLOV/GE NOVESA				20		0	0		
Deepwater Warehouse	Fieldwood	83287.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	B-POR BACK UP RING, SIZE 323, 1.316 ID. MFR: ONESUBSEA, PN: 042000-03-23	AFE FW580018	KATMAI/ORLOV/GE NOVESA				20		0	0		
Deepwater Warehouse	Fieldwood	83288.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-323, 1.287 ID. MFR: ONESUBSEA, PN: 702645-32-31	AFE FW580018	KATMAI/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83288.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O-RING, SIZE AS-568-323, 1.287 ID. MFR: ONESUBSEA, PN: 702645-32-31	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83289.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	B-POR SEAL, O-RING, SIZE AS-568-318, .975 ID. MFR: ONESUBSEA, PN: 702645-31-81	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83290.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-013, .426 ID. MFR: ONESUBSEA, PN: 702647-01-31	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83291.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SHEAR SCREW FOR SSR PROTECTION. MFR: ONESUBSEA, PN: 2748059-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83291.A		TRAINING ROOM 1 DWW-YARD-C-VAN	SHEAR SCREW FOR SSR PROTECTION. MFR: ONESUBSEA, PN: 2748059-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83292.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 206, .518 ID. MFR: ONESUBSEA, PN: 2748250-10	AFE FW580018	KATMAI/ORLOV/GE NOVESA				312		0	0		
Deepwater Warehouse	Fieldwood	83293.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS 568-023, 1.051 ID. MFR: ONESUBSEA, PN: 702645-02-31	AFE FW580018	KATMAI/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83293.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O RING, SIZE AS 568-023, 1.051 ID. MFR: ONESUBSEA, PN: 702645-02-31	AFE FW580018	KATMAI/ORLOV/GE NOVESA				9		0	0		
Deepwater Warehouse	Fieldwood	83294.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SOCKET SET SCREW FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748047-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83295.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	COMPRESSION SPRING FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748049-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83295.A		TRAINING ROOM 1 DWW-YARD-C-VAN	COMPRESSION SPRING FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748049-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83296.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	LOCKING INSERT FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748048-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83296.A		TRAINING ROOM 1 DWW-YARD-C-VAN	LOCKING INSERT FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748048-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83297.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BULLET FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748044-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83297.A		TRAINING ROOM 1 DWW-YARD-C-VAN	BULLET FOR SSR W/L PLUG. MFR: ONESUBSEA, PN: 2748044-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83298.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BUTTON HD CREW. MFR: ONESUBSEA, PN: 2359600-01	AFE FW580018	KATMAI/ORLOV/GE NOVESA				4		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83299.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	STAB SUB, CONTROL LINE, THRT. MFR: ONESUBSEA, PN: 2229924-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83300.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	TENSILE SCREW, UPPER, MECHANICAL. MFR: ONESUBSEA, PN: 262393-06	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				24		0	0		
Deepwater Warehouse	Fieldwood	83301.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SHEAR PIN, DIA .434 X 2.30 LG. MFR: ONESUBSEA, PN: 2155653-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83301.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SHEAR PIN, DIA .434 X 2.30 LG. MFR: ONESUBSEA, PN: 2155653-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83302.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSEMBLY, SEAL SLEEVE, 15K THRT. MFR: ONESUBSEA, PN: 2340873-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83303.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SCR 12 PT CAP, .625-11 X 1.250 B7 ZN PL. MFR: ONESUBSEA, PN: 702585-14-00-12	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83304.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SHEAR PIN, G2 BORE PROTECTOR, NAVAL. MFR: ONESUBSEA, PN: 2155653-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				9		0	0		
Deepwater Warehouse	Fieldwood	83305.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GRUB SCREW, UPPER WIRELINE PLUG. MFR: ONESUBSEA, PN: 2359600-32	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83306.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	VEE PACKING RING FOR SSR HVPD-090. MFR: ONESUBSEA, PN: 2748052-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83307.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	LOCKING WIRE, WIRELINE, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2359600-30	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83308.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	S SEAL, FOR USE IN 8.125" +/- .002 BORE. MFR: ONESUBSEA, PN: 2731494-03-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83309.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, WIRELINE PLUG. MFR: ONESUBSEA, PN: 2749897-08	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83310.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RING, SCARF CUT, PEEL. MFR: ONESUBSEA, PN: 2329622-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				36		0	0		
Deepwater Warehouse	Fieldwood	83310.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RING, SCARF CUT, PEEL. MFR: ONESUBSEA, PN: 2329622-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83311.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SCREW. MFR: ONESUBSEA, PN: 263134-18	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83311.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SCREW. MFR: ONESUBSEA, PN: 263134-18	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				48		0	0		
Deepwater Warehouse	Fieldwood	83312.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING. MFR: ONESUBSEA, PN: 041259-12-01-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83313.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-07. MFR: ONESUBSEA, PN: 702647-00-71	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83314.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SUB ASSEMBLY CONTROL RECEPTACLE. MFR: ONESUBSEA, PN: 2141634-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83315.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	POLYPAK, TYPE "B" SEAL. MFR: ONESUBSEA, PN: 2731344-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83316.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MACHINED S SEAL, 8.125" BORE, WITH GROOVE. MFR: ONESUBSEA, PN: 2788005-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				14		0	0		
Deepwater Warehouse	Fieldwood	83316.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MACHINED S SEAL, 8.125" BORE, WITH GROOVE. MFR: ONESUBSEA, PN: 2788005-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83317.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 10.000 ID X 1.750 OD X .375. MFR: ONESUBSEA, PN: 2731381-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83318.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-451, 10.975 ID. MFR: ONESUBSEA, PN: 702647-45-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				15		0	0		
Deepwater Warehouse	Fieldwood	83318.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-451, 10.975 ID. MFR: ONESUBSEA, PN: 702647-45-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83319.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 16.25 ID X 17.00 OD X .375. MFR: ONESUBSEA, PN: 2731382-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83319.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 16.25 ID X 17.00 OD X .375. MFR: ONESUBSEA, PN: 2731382-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83320.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 10.000 ID X 10.750 OD X .75. MFR: ONESUBSEA, PN: 2731381-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83321.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 12.139 ID X 12.889 OD X .375. MFR: ONESUBSEA, PN: 2731383-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83322.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING. MFR: ONESUBSEA, PN: 702645-37-21	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83323.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .275 W X 15.955 ID X. MFR: ONESUBSEA, PN: 702647-46-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83324.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 11.426 +/- .006 ID X .221. MFR: ONESUBSEA, PN: 2748250-19	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				30		0	0		
Deepwater Warehouse	Fieldwood	83325.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-383, 13.975 ID. MFR: ONESUBSEA, PN: 702645-38-31	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83325.A		TRAINING ROOM 1	O-RING, SIZE AS-568-383, 13.975 ID. MFR: ONESUBSEA, PN: 702645-38-31	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83326.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-369, 7.975 ID. MFR: ONESUBSEA, PN: 702645-36-95	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83327.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SOCKET SHOULDER SCREW. MFR: ONESUBSEA, PN: 2302607-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83328.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	VEE PKG RING, GREEN TWEEED. MFR: ONESUBSEA, PN: 2748051-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				18		0	0		
Deepwater Warehouse	Fieldwood	83329.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	S SEAL. FOR USE IN 8.125" +/- .002 BORE. MFR: ONESUBSEA, PN: 2731494-03-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83330.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING V1238-95 VITON O RING, SIZE 2-161. MFR: ONESUBSEA, PN: 2788847-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				9		0	0		
Deepwater Warehouse	Fieldwood	83331.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 11.50 ID X 12.25 OD. MFR: ONESUBSEA, PN: 2708129	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83332.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-007. MFR: ONESUBSEA, PN: 702647-00-71	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				11		0	0		
Deepwater Warehouse	Fieldwood	83333.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE 1 X 1 3/16. MFR: ONESUBSEA, PN: 702645-12-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				25		0	0		
Deepwater Warehouse	Fieldwood	83334.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG ADAPTER RING FIR 5.750" UPPER WL. MFR: ONESUBSEA, PN: 2736043-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83335.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	COUPLER SEAL KITS. MFR: ONESUBSEA.	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83336.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL KIT. MFR: ONESUBSEA, PN: 2500869-13	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83337.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KEY, TBG HGR RUNNING TOOL, G2 SPOOL. MFR: ONESUBSEA, PN: 2141681-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83338.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPLIT RING, CC SEAL, 15L CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2247889-02		GUNFLINT				32		0	0		
Deepwater Warehouse	Fieldwood	83338.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPLIT RING, CC SEAL, 15L CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2247889-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				32		0	0		
Deepwater Warehouse	Fieldwood	83339.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	STOP RING, CC SEAL, 15K CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2253158-02		GUNFLINT				64		0	0		
Deepwater Warehouse	Fieldwood	83340.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RETAINER NUT, SHEAR PIN, ACTUATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2141470-02		GUNFLINT				2		0	0		
Deepwater Warehouse	Fieldwood	83340.A		TRAINING ROOM 1 DWW-YARD-C-VAN	RETAINER NUT, SHEAR PIN, ACTUATOR RING, ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2141470-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				10		0	0		
Deepwater Warehouse	Fieldwood	83341.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-451, 10.975 ID X .275 W 90D/MS-1078. MFR: ONESUBSEA, PN: 702645-45-11		GUNFLINT				1		0	0		
Deepwater Warehouse	Fieldwood	83341.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O RING, SIZE AS-568-451, 10.975 ID X .275 W 90D/MS-1078. MFR: ONESUBSEA, PN: 702645-45-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83341.A		TRAINING ROOM 1 DWW-YARD-C-VAN	O RING, SIZE AS-568-451, 10.975 ID X .275 W 90D/MS-1078. MFR: ONESUBSEA, PN: 702645-45-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83342.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SPARE FOR WIRELINE TOOLS. MFR: ONESUBSEA, PN: 2359600-10	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83343.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SPARE FOR WIRELINE TOOLS. MFR: ONESUBSEA, PN: 2359600-14		GUNFLINT				4		0	0		
Deepwater Warehouse	Fieldwood	83343.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SPARE FOR WIRELINE TOOLS. MFR: ONESUBSEA, PN: 2359600-14	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83344.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RETAINER RING, CC SEAL, 15K CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2247895-02		GUNFLINT				32		0	0		
Deepwater Warehouse	Fieldwood	83344.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RETAINER RING, CC SEAL, 15K CONTROL LINE STAB. MFR: ONESUBSEA, PN: 2247895-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				32		0	0		
Deepwater Warehouse	Fieldwood	83345.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL METAL END CAP, 17.030 IN SEAL BORE, DUAL ELASTOMER, 15K WP. MFR: ONESUBSEA, PN: 2289651-09		GUNFLINT				6		0	0		
Deepwater Warehouse	Fieldwood	83346.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL, METAL END CAP, 13.190 IN SEAL BORE, DUAL. MFR: ONESUBSEA, PN: 2289651-05		GUNFLINT				3		0	0		
Deepwater Warehouse	Fieldwood	83346.A		TRAINING ROOM 1 DWW-YARD-C-VAN	SEAL, METAL END CAP, 13.190 IN SEAL BORE, DUAL. MFR: ONESUBSEA, PN: 2289651-05	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83347.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SUPPORT PLATE, SEAL GASKET W/ HYD TBG PREP, CLAMP/SEAL PLATE ASSY. MFR: ONESUBSEA, PN: 2099256-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83348.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SUPPORT PLATE, SEAL GASKET, W/O HYD TUBING PREP, CLAMP/SEAL PLATE ASSY. MFR: ONESUBSEA, PN: 2099256-04	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83349.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSY, WIRELINE PLUG, 5.75 IN NOM, 15K WP, RLH (5.284 IN SEAL BORE) PRIMARY METAL SEAL, SLS (5.319 IN SEAL BORE) SECONDARY PTFE BACKUP SEAL, TEMP CLASS. MFR: ONESUBSEA, PN: 2394981-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83350.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL BODY. MFR: ONESUBSEA, PN: 2091059-06-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83350.A		TRAINING ROOM 1	SEAL BODY. MFR: ONESUBSEA, PN: 2091059-06-01	AFE FW580018	KATMAJ/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	83351.A		DWW-YARD	GC-65 A-FRAME 001, 400 LBS. 16 PIECES.		NOVESEA				1		0	0		
Deepwater Warehouse	Fieldwood	83352.A		MW-AREA 1	SDV-1019 PARTS IN CRATE.		BULLWINKLE				1		0	0		
Deepwater Warehouse	Fieldwood	83353.A		DWW-YARD	SFL 40M, 11 LINES, 11/3-9/3 WAY MAIN SUTA TO PXT K2. MFR: ONESUBSEA, PN: 223475-78-01	AFE FW580018	KATMAJ/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	83354.C		MW-AREA 3	FIRE PUMP, 250 HP @ 1760 RPM, 6/5 RATIO RATIO. MFR: RANDOLPH, SN: R1508123. 2 PIECES.	AFE FW580018	KATMAJ/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	83355.A		DWW-YARD	FIBERGLASS PIPING (FOR FIRE PUMP).	AFE FW580018	KATMAJ/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	83356.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GASKET, RING, 18 3/4 VETCO TYPE VK-2, 15K PSI MWP, 316 SS. MFR: ONESUBSEA, PN: 2731061-04	AFE FW580018	KATMAJ/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	83357.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 13.25 NOM SEAL. MFR: ONESUBSEA, PN: 647438-14-01	AFE FW580018	KATMAJ/ORLOV/GE				3		0	0		
Deepwater Warehouse	Fieldwood	83357.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 13.25 NOM SEAL. MFR: ONESUBSEA, PN: 647438-14-01	AFE FW580018	KATMAJ/ORLOV/GE				5		0	0		
Deepwater Warehouse	Fieldwood	83358.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	TENSILE PEN FOR MECHANICAL INTERNAL TREECAP RUNNING TOOL. MFR: ONESUBSEA, PN: 262393-04	AFE FW580018	KATMAJ/ORLOV/GE				12		0	0		
Deepwater Warehouse	Fieldwood	83358.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	TENSILE PEN FOR MECHANICAL INTERNAL TREECAP RUNNING TOOL. MFR: ONESUBSEA, PN: 262393-04	AFE FW580018	KATMAJ/ORLOV/GE				4		0	0		
Deepwater Warehouse	Fieldwood	83359.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GASKET, 4", -15M, SEAL PLATE, MCPAC. MFR: ONESUBSEA, PN: 2124579-01	AFE FW580018	KATMAJ/ORLOV/GE				6		0	0		
Deepwater Warehouse	Fieldwood	83360.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSY, SHEAR PIN CARTRIDGE, DUAL PLUG TUBING HANGER, SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2141663-03	AFE FW580018	KATMAJ/ORLOV/GE				4		0	0		
Deepwater Warehouse	Fieldwood	83360.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSY, SHEAR PIN CARTRIDGE, DUAL PLUG TUBING HANGER, SPOOLTREE SYSTEM. MFR: ONESUBSEA, PN: 2141663-03	AFE FW580018	KATMAJ/ORLOV/GE				22		0	0		
Deepwater Warehouse	Fieldwood	83361.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPECIAL EFL 7P TO 7S TSP 50MM SPECIAL WIRING, TITANIUM CONNECTOR HOUSING, V-NOTCH HANDLE, FLYING ROV 7 WAY PINS CONNECTOR AND SOCKETS. MFR: ONESUBSEA, PN: 2197088-45-90	AFE FW580018	KATMAJ/ORLOV/GE				2		0	0		
Deepwater Warehouse	Fieldwood	83362.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-120, .987 ID. MFR: ONESUBSEA, PN: 702647-12-01	AFE FW580018	KATMAJ/ORLOV/GE				105		0	0		
Deepwater Warehouse	Fieldwood	83362.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-120, .987 ID. MFR: ONESUBSEA, PN: 702647-12-01	AFE FW580018	KATMAJ/ORLOV/GE				21		0	0		
Deepwater Warehouse	Fieldwood	83363.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	HAT RING, 5.25 SLS SEAL, WIRELINE PLUG. MFR: ONESUBSEA, PN: 2221969-05	AFE FW580018	KATMAJ/ORLOV/GE				8		0	0		
Deepwater Warehouse	Fieldwood	83364.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	5.25 SLS SEAL, WIRELINE PLUG. MFR: ONESUBSEA, PN: 2221968-05	AFE FW580018	KATMAJ/ORLOV/GE				8		0	0		
Deepwater Warehouse	Fieldwood	83365.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSY, SHEAR PIN CARTRIDGE. MFR: ONESUBSEA, PN: 2141663-01.	AFE FW580018	KATMAJ/ORLOV/GE				4		0	0		
Deepwater Warehouse	Fieldwood	83365.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	ASSY, SHEAR PIN CARTRIDGE. MFR: ONESUBSEA, PN: 2141663-01.	AFE FW580018	KATMAJ/ORLOV/GE				23		0	0		
Deepwater Warehouse	Fieldwood	83366.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPECIAL SET SCREW, FOR SSR 6.700". MFR: ONESUBSEA, PN: 2748951-01	AFE FW580018	KATMAJ/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	83366.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPECIAL SET SCREW, FOR SSR 6.700". MFR: ONESUBSEA, PN: 2748951-01	AFE FW580018	KATMAJ/ORLOV/GE				4		0	0		
Deepwater Warehouse	Fieldwood	83367.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GRUB SCREW, 8/32 X 1/4" SS A4 GR 80. MFR: ONESUBSEA, PN: 2359600-40	AFE FW580018	KATMAJ/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	83367.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	GRUB SCREW, 8/32 X 1/4" SS A4 GR 80. MFR: ONESUBSEA, PN: 2359600-40	AFE FW580018	KATMAJ/ORLOV/GE				4		0	0		
Deepwater Warehouse	Fieldwood	83368.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, ID 1.268 INCH +/- 0.012. MFR: ONESUBSEA, PN: 2748250-64	AFE FW580018	KATMAJ/ORLOV/GE				48		0	0		
Deepwater Warehouse	Fieldwood	83369.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG WIPER, 5.320 HT 15K, H25, HH. MFR: ONESUBSEA, PN: 2359600-37	AFE FW580018	KATMAJ/ORLOV/GE				1		0	0		
Deepwater Warehouse	Fieldwood	83369.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG WIPER, 5.320 HT 15K, H25, HH. MFR: ONESUBSEA, PN: 2359600-37	AFE FW580018	KATMAJ/ORLOV/GE				2		0	0		
Deepwater Warehouse	Fieldwood	83370.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-124, 1.237 ID. MFR: ONESUBSEA, PN: 702645-12-41	AFE FW580018	KATMAJ/ORLOV/GE				24		0	0		
Deepwater Warehouse	Fieldwood	83370.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-124, 1.237 ID. MFR: ONESUBSEA, PN: 702645-12-41	AFE FW580018	KATMAJ/ORLOV/GE				92		0	0		
Deepwater Warehouse	Fieldwood	83371.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-206, .484 ID X .139. MFR: ONESUBSEA, PN: 702645-20-61	AFE FW580018	KATMAJ/ORLOV/GE				6		0	0		
Deepwater Warehouse	Fieldwood	83371.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-206, .484 ID X .139. MFR: ONESUBSEA, PN: 702645-20-61	AFE FW580018	KATMAJ/ORLOV/GE				6		0	0		
Deepwater Warehouse	Fieldwood	83372.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, ID 1.268 INCH +/- INCH. MFR: ONESUBSEA, PN: 2748250-64	AFE FW580018	KATMAJ/ORLOV/GE				48		0	0		
Deepwater Warehouse	Fieldwood	83373.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .275 W X 17.455 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-46-41	AFE FW580018	KATMAJ/ORLOV/GE				3		0	0		
Deepwater Warehouse	Fieldwood	83373.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .275 W X 17.455 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-46-41	AFE FW580018	KATMAJ/ORLOV/GE				4		0	0		
Deepwater Warehouse	Fieldwood	83374.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-449, 9.975 ID. MFR: ONESUBSEA, PN: 702645-44-91	AFE FW580018	KATMAJ/ORLOV/GE				2		0	0		
Deepwater Warehouse	Fieldwood	83375.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 9.524 X 9.996. MFR: ONESUBSEA, PN: 042000-04-48	AFE FW580018	KATMAJ/ORLOV/GE				4		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83376.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .139 W X 00.96 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-21-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				24		0	0		
Deepwater Warehouse	Fieldwood	83376.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .139 W X 00.96 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-21-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				84		0	0		
Deepwater Warehouse	Fieldwood	83377.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 351 4.778 ID. MFR: ONESUBSEA, PN: 042000-03-51	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83378.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-433, 5.475 ID. MFR: ONESUBSEA, PN: 702645-43-31	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83379.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .139 X 01.734 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-22-41	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83379.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .139 X 01.734 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-22-41	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83380.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL RING, 4.250 ID X 4.75 OD X .25. MFR: ONESUBSEA, PN: 2725008-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83381.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-238 3.484 ID. MFR: ONESUBSEA, PN: 702645-23-81	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83381.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-238 3.484 ID. MFR: ONESUBSEA, PN: 702645-23-81	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83382.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-433 5.475 ID. MFR: ONESUBSEA, PN: 702645-43-31	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83383.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .275 W X 13.975 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-45-71	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83383.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, .275 W X 13.975 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-45-71	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83384.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SLS SEAL ASSEMBLY. MFR: ONESUBSEA, PN: 2230493-04	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83385.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-368 7.725 ID. MFR: ONESUBSEA, PN: 702645-36-85	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83385.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-368 7.725 ID. MFR: ONESUBSEA, PN: 702645-36-85	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83386.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MECHANICAL SPARES, 4.375 SSR PLUG. MFR: ONESUBSEA, PN: 2166241-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83386.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	MECHANICAL SPARES, 4.375 SSR PLUG. MFR: ONESUBSEA, PN: 2166241-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				7		0	0		
Deepwater Warehouse	Fieldwood	83387.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SUB ASSEMBLY, SHEAR PIN CARTRIDGE. MFR: ONESUBSEA, PN: 2141663-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83388.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG, PIPE 1/4" SST 18-8 YS2008-00010501. MFR: ONESUBSEA, PN: 002504-09	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83388.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG, PIPE 1/4" SST 18-8 YS2008-00010501. MFR: ONESUBSEA, PN: 002504-09	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				7		0	0		
Deepwater Warehouse	Fieldwood	83389.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	CENTRE RING, 1/7" ML-2 METAL LIP SEAL. MFR: ONESUBSEA, PN: 2259715-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83390.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-459, 14.975 ID. MFR: ONESUBSEA, PN: 702645-45-91	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83391.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-462, 16.455 ID. MFR: ONESUBSEA, PN: 702645-46-21	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83391.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-462, 16.455 ID. MFR: ONESUBSEA, PN: 702645-46-21	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83392.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 5.75 SLS SEAL. MFR: ONESUBSEA, PN: 2213451-06	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83393.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BACK UP RING, 5.25 SLS SEAL. MFR: ONESUBSEA, PN: 2213451-05	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83394.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL SPACER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-19	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83395.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-18	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83396.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL SPACER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-20	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83397.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	UPPER RETAINER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216806-18	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83398.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	RETAINER RING, FOR 5.284" NOM RLH 2-SEAL. MFR: ONESUBSEA, PN: 2216806-10	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83399.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	STOP RING, FOR 5.319" NOM WP SEAL .250". MFR: ONESUBSEA, PN: 2216808-10	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83400.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPACER RING, 5.75 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-21	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83401.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SPLIT LOAD RING, FOR 5.284" NOM RLH-2. MFR: ONESUBSEA, PN: 2216807-13	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83402.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	UPPER LOAD RING, 5.75 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216807-35	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83403.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	SEAL SPACER RING, 5.75 SLS SEAL, WIRELINE. MFR: ONESUBSEA, PN: 2216808-22	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83404.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	UPPER RETAINER RING, 5.75 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216806-19	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83405.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING, SIZE A5-568-459 14.975 ID. MFR: ONESUBSEA, PN: 702645-45-91	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83406.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	METAL SEAL RING FOR 5.75" SSR. MFR: ONESUBSEA, PN: 2748056-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83407.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	INSTALLATION TOOL, WP & RLH-2 SEALS. MFR: ONESUBSEA, PN: 2230554-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83408.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PINEAPPLE TOOL ASSEMBLY. MFR: ONESUBSEA, PN: 0307929	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83409.B		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	BLACK PELICAN CASE CONTAINING HOSES, FITTINGS, AND VALVES (SOME USED)	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83410.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	INSTALLATION TOOL, WP & RLH-2 SEALS. MFR: ONESUBSEA, PN: 2230555-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83411.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PACKING O-RING. MFR: ONESUBSEA, PN: 2748750-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83411.A		TRAINING ROOM 1 DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PACKING O-RING. MFR: ONESUBSEA, PN: 2748750-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83412.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	PLUG MTM SEAL 4.375 10K H2S. MFR: ONESUBSEA, PN: 451114880	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83413.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	O-RING. MFR: ONESUBSEA, PN: HVPO-103	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83414.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KIT, DHG PLUG. MFR: TELEDYNE, PN: 2250977-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83415.A		DWW-YARD-C-VAN TTNU977610145G1 (CLIMATE CONTROLLED)	KIT, DHG PLUG. MFR: TELEDYNE, PN: 2250977-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83416.A		TRAINING ROOM 1	O-RING, .210 W X 18.955 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-38-61	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83417.A		TRAINING ROOM 1	METAL END CAP SEAL, 17.832 NOM BORE. MFR: CAMERON, PN: 2289964-04	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83418.A		TRAINING ROOM 1	METAL END CAP SEAL, 17.656 NOM BORE. MFR: CAMERON, PN: 2289964-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				44		0	0		
Deepwater Warehouse	Fieldwood	83419.A		TRAINING ROOM 1	METAL END CAP SEAL, 14.250 NOM BORE. MFR: CAMERON, PN: 2289964-05-05	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83420.A		TRAINING ROOM 1	METAL END CAP SEAL. MFR: CAMERON, PN: 684664-37	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83421.A		TRAINING ROOM 1	METAL END CAP SEAL. MFR: CAMERON, PN: 605894-29	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83422.A		TRAINING ROOM 1	SEAL REDRESS KIT, TUBING HANGER, 15K (INCLUDES BOX WITH 17 ITEMS, 2 SEAL BODIES, AND 3 METAL END CAP SEALS). 6 ITEMS TOTAL. MFR: ONESUBSEA, PN: 2244562-15	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83423.A		TRAINING ROOM 1	SEAL RING, 10.000 ID X 10.750 OD. MFR: ONESUBSEA, PN: 709770	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83424.A		TRAINING ROOM 1	METAL END CAP SEAL, 14.490 NOM. BORE. MFR: CAMERON, PN: 2289964-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83425.A		TRAINING ROOM 1	MOLD DETAIL, METAL END CAP SEAL WITH OD. MFR: CAMERON, PN: 2243660-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83426.A		TRAINING ROOM 1	METAL END CAP SEAL, 17.656". MFR: CAMERON, PN: 647438-16-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				7		0	0		
Deepwater Warehouse	Fieldwood	83427.A		TRAINING ROOM 1	METAL END CAP SEAL, 14.490". MFR: CAMERON, PN: 647438-17-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83428.A		TRAINING ROOM 1	SEAL. MFR: ONESUBSEA, PN: 714148	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83429.A		TRAINING ROOM 1	SEAL. MFR: ONESUBSEA, PN: 714129	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83430.A		TRAINING ROOM 1	METAL END CAP SEAL, 14.250". MFR: CAMERON, PN: 647438-18-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83431.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-37-21	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83432.A		TRAINING ROOM 1	SCREW. MFR: ONESUBSEA, PN: 713040	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83433.A		TRAINING ROOM 1	SCREW. MFR: ONESUBSEA, PN: 262393-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83434.A		TRAINING ROOM 1	O-RING .275 W X 15.475 ID, 90D NITRILE. MFR: ONESUBSEA, PN: 702645-46-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83435.A		TRAINING ROOM 1	ASSEMBLY, CONTROL RECEPTACLE, 15K. MFR: ONESUBSEA, PN: 2141634-13	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83436.A		TRAINING ROOM 1	O-RING, .275W X 0.725 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-44-41	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83437.A		TRAINING ROOM 1	O-RING FOR 4.375" DIA PLUG EROSION. MFR: ONESUBSEA, PN: 2748751-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83438.A		TRAINING ROOM 1	VEE PACKING RING F/ 4.767" DIA PLUG. MFR: ONESUBSEA, PN: 2748215-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				25		0	0		
Deepwater Warehouse	Fieldwood	83439.A		TRAINING ROOM 1	VEE PACKING RING, 4.375", 10K ONLY. MFR: ONESUBSEA, PN: 2748807-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				22		0	0		
Deepwater Warehouse	Fieldwood	83440.A		TRAINING ROOM 1	SILVER COATED METAL SEAL RING. MFR: ONESUBSEA, PN: 2748206-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83441.A		TRAINING ROOM 1	BACK UP RING, PTFE, 9921006753. MFR: ONESUBSEA, PN: 2359600-15	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83442.A		TRAINING ROOM 1	BACK UP RING, SIZE 451 11.024 ID. MFR: ONESUBSEA, PN: 041327-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83443.A		TRAINING ROOM 1	VEE PACKING RING F/ 4.767" DIA PLUG. MFR: ONESUBSEA, PN: 2748214-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83444.A		TRAINING ROOM 1	WIPER RING, WIRELINE PLUG, 5.25 IN NOM. MFR: ONESUBSEA, PN: 2359600-45	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83445.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-44-61	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83446.A		TRAINING ROOM 1	O-RING, SIZE AS-568-351, 4.725 ID. MFR: ONESUBSEA, PN: 702645-35-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83447.A		TRAINING ROOM 1	O-RING, SIZE AS-568-161, 5.487 ID. MFR: ONESUBSEA, PN: 702645-16-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83448.A		TRAINING ROOM 1	BACK UP RING, ID 0.702 INCH +/- 0.009. MFR: ONESUBSEA, PN: 2748250-63	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				96		0	0		
Deepwater Warehouse	Fieldwood	83449.A		TRAINING ROOM 1	BUMPER, INSERT CAGE, 7" BORE F/ 15K. MFR: ONESUBSEA, PN: 2029641-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83450.A		TRAINING ROOM 1	BEARING RING, CCSR, 7.38 OD. MFR: ONESUBSEA, PN: 2053058-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83451.A		TRAINING ROOM 1	O-RING, 8 1/2" OD X 1/2 CROSS. MFR: ONESUBSEA, PN: 018493-45	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83452.A		TRAINING ROOM 1	TENSILE SCREW, ITC MECHANICAL RUNNING TOOL. MFR: ONESUBSEA, PN: 2166948-04	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83453.A		TRAINING ROOM 1	BACK UP RING, SIZE 206, 518 ID. MFR: ONESUBSEA, PN: 042000-02-06	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				24		0	0		
Deepwater Warehouse	Fieldwood	83454.A		TRAINING ROOM 1	COMBO TOOL. MFR: ONESUBSEA, PN: 2330489-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83455.A		TRAINING ROOM 1	O-RING, SIZE 462 16.455 ID X 2.75 W. MFR: ONESUBSEA, PN: 702647-46-21	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83456.A		TRAINING ROOM 1	SHEAR PIN, G2 BORE PROTECTOR, NAVAL BRASS. MFR: ONESUBSEA, PN: 2155653-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				24		0	0		
Deepwater Warehouse	Fieldwood	83457.A		TRAINING ROOM 1	O-RING, SIZE AS-568-463 16.955 ID. MFR: ONESUBSEA, PN: 702645-46-31	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83458.A		TRAINING ROOM 1	O-RING, NITRILE 90A, 13 1/2 X 14 X 1/4". MFR: ONESUBSEA, PN: 702645-45-61	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83459.A		TRAINING ROOM 1	SHEAR PIN, G2 BORE PROTECTOR, TEFLON. MFR: ONESUBSEA, PN: 2155653-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83460.A		TRAINING ROOM 1	THREADED RETAINER, SHEAR PIN ASSEMBLY. MFR: ONESUBSEA, PN: 2026808-04	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				18		0	0		
Deepwater Warehouse	Fieldwood	83461.A		TRAINING ROOM 1	TAB, G2 BORE PROTECTOR. MFR: ONESUBSEA, PN: 2155677-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				18		0	0		
Deepwater Warehouse	Fieldwood	83462.A		TRAINING ROOM 1	O-RING, 16.504 ID X .236 CS. MFR: ONESUBSEA, PN: 042000-04-62	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83463.A		TRAINING ROOM 1	SHEAR PIN, 18 3/4 NOM HYD TUBING HANGER. MFR: ONESUBSEA, PN: 199362-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83464.A		TRAINING ROOM 1	PINS. MFR: ONESUBSEA, PN: W0105412-002	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83465.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-42-61	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83466.A		TRAINING ROOM 1	O-RING, SIZE AS-568-3534, .975 ID. MFR: ONESUBSEA, PN: 702647-35-31	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83467.A		TRAINING ROOM 1	KEY, SLEEVE, CVC COLLET CONNECTOR. MFR: ONESUBSEA, PN: 2156304-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83468.A		TRAINING ROOM 1	SPARES. MFR: ONESUBSEA, PN: 2400888-02-01 SCREW, 12 PT CAP .250-20UNC X .875, ASTM A193 GR B7 ZINC PLATED / SAE J58. MFR: ONESUBSEA, PN: 702585-02-00-07	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83469.A		TRAINING ROOM 1	O-RING, SIZE AS-568-208 .609 ID X .139 W 90D /MS-1078 NITRILE PKG AND QALAL /CIW 702645. MFR: ONESUBSEA, PN: 702645-20-81	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83470.A		TRAINING ROOM 1	MALE SEAL RETAINER, CLAMP CONNECTOR / SEAL PLATE ASSY. MFR: ONESUBSEA, PN: 2123142-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83471.A		TRAINING ROOM 1	FEMALE SEAL RETAINER, CLAMP CONNECTOR / SEAL PLATE ASSY. MFR: ONESUBSEA, PN: 2123141-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				9		0	0		
Deepwater Warehouse	Fieldwood	83472.A		TRAINING ROOM 1	SFL1 FLUSH/PARK - 15' L X 10' W X 8' H; 10,500 LBS EACHINTERMEDIATE JUNCTION PLATE, 14 WAY W/ JUNCTION PLATE FIXED M1 14 POSITION, 14 WAY X .5 RS MALE NVP COUPLERS & JUNCTION PLATE REMOVABLE, 14 POSITION, 14 WAY, .5 RS FEMALE VP COUPLERS, 7 X .5 RS NVP COUPLERS.	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				9		0	0		
Deepwater Warehouse	Fieldwood	83473.A		DWW-YARD	SFL2 FLUSH/PARK - 15' L X 10' W X 8' H; 10,500 LBS EACHINTERMEDIATE JUNCTION PLATE, 14 WAY W/ JUNCTION PLATE FIXED M1 14 POSITION, 14 WAY X .5 RS MALE NVP COUPLERS & JUNCTION PLATE REMOVABLE, 14 POSITION, 14 WAY, .5 RS FEMALE VP COUPLERS, 7 X .5 RS NVP COUPLERS.						1		0	0		
Deepwater Warehouse	Fieldwood	83474.A		DWW-YARD	VERTICAL MULTISTAGE CENTRIFUGAL PUMP, 60 HZ, 3444 RPM, 15 HP WITH BALDOR RELIANCE SUPER E MOTOR (15 HP, 3520 RPM, 230/460 VOLTS, SPEC. 09G9392602G1). MFR: GRUNDOS, PN: CR32-3A-G-A-E-HOQE-NX2						1		0	0		
Deepwater Warehouse	Fieldwood	83475.A		MW-AREA 2	REAR/FRONT SEAL TOOLING IN BLACK PELICAN CASE. MFR: CATERPILLAR, PN: 3512	LOE	ST 308/TARANTULA				0		0	0		
Deepwater Warehouse	Fieldwood	83476.A		MR-GENERAL	WD 70D						1		0	0		
Deepwater Warehouse	Fieldwood	83477.A		TRAINING ROOM 1	O-RING, SIZE AS-568-117, .799 ID. MFR: ONESUBSEA, PN: 702647-11-75	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				75		0	0		
Deepwater Warehouse	Fieldwood	83478.A		TRAINING ROOM 1	BACK-UP NITRILE 90A, 14 X 14 1/2. MFR: ONESUBSEA, PN: 042000-04-57	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83479.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-21-41	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83480.A		TRAINING ROOM 1	SCR 0.250-20 X 0.500 SST CUP PT SET. MFR: ONESUBSEA, PN: 702515-17-20-08	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83481.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 042000-04-55	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83482.A		TRAINING ROOM 1	BLIND SEAL CARRIER. MFR: ONESUBSEA, PN: 2124421-04	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Deepwater Warehouse	Fieldwood	83483.A		TRAINING ROOM 1	SEAL CAP VERT PLUG HYDRAULIC STAB. MFR: ONESUBSEA, PN: 2142681-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83484.A		TRAINING ROOM 1	RUBBER/SPRING SEAL, EXTERNAL. MFR: ONESUBSEA, PN: 2788005-02-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83485.A		TRAINING ROOM 1	G2 G3 HYD DTAB SPACER. MFR: ONESUBSEA, PN: 2142381-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				38		0	0		
Deepwater Warehouse	Fieldwood	83486.A		TRAINING ROOM 1	SLIDE PIN, .893-1.002. MFR: ONESUBSEA, PN: 2142376-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83487.A		TRAINING ROOM 1	HYDR SEAL CARRIER BLIND PLUG. MFR: ONESUBSEA, PN: 2704208	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83488.A		TRAINING ROOM 1	HYDR VERTICAL PLUG. MFR: ONESUBSEA, PN: 2156280-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83489.A		TRAINING ROOM 1	HYDR O-RING, SIZE AS-568-455, 12.975 ID. MFR: ONESUBSEA, PN: 702647-45-51	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				5		0	0		
Deepwater Warehouse	Fieldwood	83490.A		TRAINING ROOM 1	O-RING, .275W X 12.475 ID W850/MS-1068. MFR: ONESUBSEA, PN: 702647-45-41	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83491.A		TRAINING ROOM 1	ISOLATION SLEEVE O-RING, 5.25. MFR: ONESUBSEA, PN: 2748113-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83492.A		TRAINING ROOM 1	SCR 0.250-20 X 0.625 SST CUP PT SET. MFR: ONESUBSEA, PN: 702515-17-20-10	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83493.A		TRAINING ROOM 1	VEE PACKING RING, 5.25. MFR: ONESUBSEA, PN: 2736039-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83494.A		TRAINING ROOM 1	SSE SEAL. MFR: ONESUBSEA, PN: 2748983-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				12		0	0		
Deepwater Warehouse	Fieldwood	83495.A		TRAINING ROOM 1	STANDARD SPHERICAL GASKET, DMG 7125. MFR: ONESUBSEA, PN: 2398316-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83496.A		TRAINING ROOM 1	SEAL KIT. MFR: NATIONAL COUPLER, PN: TQ-4-8-28-SK	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				19		0	0		
Deepwater Warehouse	Fieldwood	83497.A		TRAINING ROOM 1	NAT. COUPLER SEAL KIT. MFR: ONESUBSEA, PN: 2737462-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				30		0	0		
Deepwater Warehouse	Fieldwood	83498.A		TRAINING ROOM 1	O-RING KIT. MFR: ONESUBSEA, PN: 042000-03-67	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83499.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-45-51	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				9		0	0		
Deepwater Warehouse	Fieldwood	83500.A		TRAINING ROOM 1	PACKING, VARIPAK T99. MFR: ONESUBSEA, PN: 140232-12-51-03	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83501.A		MW-AREA 1	PALLETIZED SECTION OF TEST PIPE WITH INSULATION	AFE FW203021	KATMAJ				1		0	0		
Deepwater Warehouse	Fieldwood	83502.A		MW-AREA 1	PALLETIZED SECTION OF TEST PIPE UNCOATED	AFE FW203021	KATMAJ				1		0	0		
Deepwater Warehouse	Fieldwood	83503.A		MW-AREA 1	CVC ID COLLET PLUG. PN: COM-000003109	AFE FW203021	KATMAJ				2		0	0		
Deepwater Warehouse	Fieldwood	83504.A		MW-AREA 1	GRIPPER FLANGE SEAL ASSEMBLY. PN: CONA-000003108	AFE FW203021	KATMAJ				2		0	0		
Deepwater Warehouse	Fieldwood	83505.A		MW-AREA 1	HYDRAULIC FITTINGS. PN: 500032-32	AFE FW203021	KATMAJ				2		0	0		
Deepwater Warehouse	Fieldwood	83506.A		MW-AREA 1	HYDRAULIC FITTINGS. PN: 540416-16	AFE FW203021	KATMAJ				2		0	0		
Deepwater Warehouse	Fieldwood	83507.A		MW-AREA 1	HYDRAULIC FITTINGS. PN: 540632-16	AFE FW203021	KATMAJ				2		0	0		
Deepwater Warehouse	Fieldwood	83508.A		MW-AREA 1	SPARES (QTY: 6 - 75 VITON - SIZE 446, QTY: 4 - WAVE SPRING, QTY: 7 - 241N90, QTY: 8 - 75 VITON - SIZE 427, QTY: 8 - 70A BUNA-N - SIZE 269)	AFE FW203021	KATMAJ				1		0	0		
Deepwater Warehouse	Fieldwood	83509.A		MW-AREA 1	9" X 1/2" STEM ALUM. EXP. PLUG.	AFE FW203021	KATMAJ				9		0	0		
Deepwater Warehouse	Fieldwood	83510.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 718044	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				103		0	0		
Deepwater Warehouse	Fieldwood	83511.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 2707402-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				30		0	0		
Deepwater Warehouse	Fieldwood	83512.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 042000-00-18	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83513.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 042000-02-77	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				6		0	0		
Deepwater Warehouse	Fieldwood	83514.A		TRAINING ROOM 1	O-RING, -378, 209 COMPOUND. MFR: ONESUBSEA, PN: 2749478-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83515.A		TRAINING ROOM 1	O-RING, 3/4 X 1 X 1/8. MFR: ONESUBSEA, PN: 702645-21-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				3		0	0		
Deepwater Warehouse	Fieldwood	83516.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 41008-0062-32	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				25		0	0		
Deepwater Warehouse	Fieldwood	83517.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 631680-02	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				8		0	0		
Deepwater Warehouse	Fieldwood	83518.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-38-01	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83519.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-36-32	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				16		0	0		
Deepwater Warehouse	Fieldwood	83520.A		TRAINING ROOM 1	PAK RING TEFLON. MFR: ONESUBSEA, PN: 631486-06	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				2		0	0		
Deepwater Warehouse	Fieldwood	83521.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702640-44-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83522.A		TRAINING ROOM 1	S SEAL, 6 1/4" NOM. MFR: ONESUBSEA, PN: 041259-17-01-13	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				13		0	0		
Deepwater Warehouse	Fieldwood	83523.A		TRAINING ROOM 1	S SEAL RING, 6" NOM OD. MFR: ONESUBSEA, PN: 142895-12-05-23	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				20		0	0		
Deepwater Warehouse	Fieldwood	83524.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-01-11	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				1		0	0		
Deepwater Warehouse	Fieldwood	83525.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-21-61	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				4		0	0		
Deepwater Warehouse	Fieldwood	83526.A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702640-35-41	AFE FW580018	KATMAJ/ORLOV/GE NOVESA				7		0	0		
Aker - Mobile	Aker Solutions	10239579	298203-2	A712 Rack A Sec 7	ASSY,IPC,DUAL PSU,DUAL DIO32 W/ SMAC56		FIELDWOOD - BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10236989	317793-1	A712 Rack A Sec 7	KIT, ESD SIMULATOR		FIELDWOOD - BIGBEND	EA			1		0			
Aker - Mobile	Aker Solutions	10258430	4500776661-10-2	A712 Rack A Sec 7	CASE, TRANSPORT, 1630		Non-project specific	EA			1		0			
Aker - Mobile	Aker Solutions	10135325		A712	SEAL KIT, NCC, RS-8-B-PK2-CS10-MS-SK			EA			20		0			
Aker - Mobile	Aker Solutions	10135325		A712	SEAL KIT, NCC, RS-8-B-PK2-CS10-MS-SK			EA			48		0			
Aker - Mobile	Aker Solutions	10135325		A712	SEAL KIT, NCC, RS-8-B-PK2-CS10-MS-SK			EA			36		0			
Aker - Mobile	Aker Solutions	10135325		A712	SEAL KIT, NCC, RS-8-B-PK2-CS10-MS-SK			EA			60		0			
Aker - Mobile	Aker Solutions	10135326		A712	TOOL KIT, RS CPLR, NCC, RS-8-TK-3			EA			2		0			
Aker - Mobile	Aker Solutions	B815-000663-02	281788-2	A718 Rack A Sec 7	COUPLER,HYD,MALE,.250,10KPSI,1/2 FNPT A		Non-project specific	EA			1		0			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Aker - Mobile	Aker Solutions	BB13-060176-18	1401/B/MS201	A718 Rack A Sec 7	ICON TOPSIDE 1200 DUAL CHANNEL ELECTRICA		FIELDWOOD - DANTZLER	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310299-1	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310299-2	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310299-3	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310299-4	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310299-5	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310299-6	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310299-7	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310299-8	A718 Rack A Sec 7	Coupling,1/2",UO,Male,15KSI, 9/16 M/P		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10194964	1034146-34	A718 Rack A Sec 7	TEST CONNECTOR, DIVER MATE CE PLUG		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10194964	1034146-35	A718 Rack A Sec 7	TEST CONNECTOR, DIVER MATE CE PLUG		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10189751	SIM-13-11-12126	A718 Rack A Sec 7	SIMULATOR, ACOUSTIC PIG DETECTOR		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10198475	SIM-13-11-12127	A718 Rack A Sec 7	SIMULATOR, ACOUSTIC SAND DETECTOR		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB14-060480-12	2058-SN-030	A718 Rack A Sec 7	ICON TOPSIDE EXTENDED 1200 MODEM MODULE		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000680-81	1016399-42	A718 Rack A Sec 7	CONN-ELECT, ROV MATEABLE, RECEPT, 4		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000680-81	1016399-43	A718 Rack A Sec 7	CONN-ELECT, ROV MATEABLE, RECEPT, 4		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10144574	FNS19060RNZ	A718 Rack A Sec 7	CONVERTOR, ETHERNET & OPTICAL, RGD		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10186368	15041809	A718 Rack A Sec 7	COMPUTER PART, 1U KEYBOARD/FLUPTOP MONITO		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-060312-06	1111503985/BF	A718 Rack A Sec 7	POWER SUPPLY TYPE SEM105, MAINS 90-240V		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10246629	6099	A718 Rack A Sec 7	AUXILIARY CONNECTION UNIT (ACU)		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB14-060049-01	TSCL2106-SN-001	A718 Rack A Sec 7	MODEM SWITCH MODULE ASSY		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10241616	333070001	A718 Rack A Sec 7	CABLE ASSY,8W CANNON 5 TO 12W CONN P, 6'		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10240031	333069001	A718 Rack A Sec 7	CABLE ASSY,12W CANNON P-12W CANNON R,25'		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10241291	1092062-2	A718 Rack A Sec 7	CABLE ASSY, 6W ROV PLUG - 8W CANNON RCPT		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10241290	1092061-2	A718 Rack A Sec 7	CABLE ASSY,4W ROV RCPT - 12W CANNON PLUG		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10222161	1079132-6	A718 Rack A Sec 7	CABLE ASSY, 4 WAY ROV PLUG - CANNON CONN		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10222024	1079130-8	A718 Rack A Sec 7	CABLE ASSY,BWAY CANNON PLUG-CANNON RCPT		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10241279	1092060-2	A718 Rack A Sec 7	CABLE ASSY,BW ROV RCPT - 12W CANNON PLUG		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477-11	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477-18	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477-40	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477-28	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477-6	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477-25	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477-32	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477-30	A718 Rack A Sec 7	COUPLER PART, HYDR,GUIDE,0.250OR .500 FA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10232780	312376-1	AWN1 Awning 1	ASSY, SCM TEST STAND, NOBLE		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000182-14	4500643069-10-1	F001 Floor Area Sec1	SHIPPING FRAME ASSY, CONTROL MODULE		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000182-14	69038/03-001	F004 Floor Area Sec4	SHIPPING FRAME ASSY, CONTROL MODULE		FIELDWOOD - SWORDFISH	EA			1			0		
Aker - Mobile	Aker Solutions	10257558	218637-1	F004 Floor Area Sec4	SCM ASSY, 22 HYDR, 4 ELEC, 4 ROV CONNS		FIELDWOOD - DANTZLER	EA			1			0		
Aker - Mobile	Aker Solutions	BB14-000735-65	SN000156	F006 Floor Area Sec6	CSL ASSY,MCS,TWO CABINET,NOBLEENERGY		FIELDWOOD - LORIAN	EA			1			0		
Aker - Mobile	Aker Solutions	10325709	19-10-3308-DM	F007 Floor Area Sec7	ACOSTIC SAND DETECTOR FUNNEL, 5.56" OD		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10239579	306108-1	G206 Rack G Sec 2	ASSY,IPC,DUAL PSU,DUAL DIO32 W/ SSMACS6		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10258430	4500861523-10-001	G206 Rack G Sec 2	CASE, TRANSPORT, 1630		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10258430	4233351-1	G206 Rack G Sec 2	CASE, TRANSPORT, 1630		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-061245-04	10357810	J003 Rack J Sec 00	BAKER HUGHES PQ HARVEST DHTPT SUBSEA I/F		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000216-49	69397/03-001	J103 Rack J Sec 1	TEST EQPT ASSY,TEST SET WINDOWS BASED,SE		FIELDWOOD - SWORDFISH	EA			1			0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Aker - Mobile	Aker Solutions	10056594	138753-1	J103 Rack J Sec 1	TEST EQUIP ASSY, TEST SET,9600 BAUD RATE		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000731-05	1HTYA13472	J103 Rack J Sec 1	COMPUTER,LAPTOP,PANASONICTOUGHBOK		FIELDWOOD - RATON	EA			1			0		
Aker - Mobile	Aker Solutions	BB14-000748-78	001956-0020A	J103 Rack J Sec 1	MCS EQUIP ASSY,SUBSEA ELECT POWER UNIT,3		FIELDWOOD - SWORDFISH	EA			1			0		
Aker - Mobile	Aker Solutions	BB14-000748-78	002271-0001A	J103 Rack J Sec 1	MCS EQUIP ASSY,SUBSEA ELECT POWER UNIT,3		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10187605	300189-1	J103 Rack J Sec 1	RACK, SEPA 120/208/240, 600-1200, 2.5KVA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000695-37	1007794-22	J103 Rack J Sec 1	CONN,ELECT,FLYING TEST RCPT, 8-WAY,W		FIELDWOOD - DANTZLER	EA			1			0		
Aker - Mobile	Aker Solutions	10236194	301468-1	J103 Rack J Sec 1	RACK, SEPA, 120/208/240, 300-600, 2.5KVA		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10233298	22560-02.001	J103 Rack J Sec 1	SIMULATOR, DIGITAL PRESS/TEMP, ROXAR		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10190723	8142	J303 J303	ONLINE CONTROL & CONNECTION PANEL, MCS		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10232704	310899-1	J501 J501	TEST EQUIP ASSY, PETU, 1200 BAUD 2 of 2		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10232781	313393-1	K031 Rack K Sec 2	ASSY, DUMMY SCM TEST & FLUSH PLATE		FIELDWOOD - BIGBEND	EA			1			0		
Aker - Mobile	Aker Solutions	10238674	143604-1	K032 Rack K Sec 2	SUBSEA CONTROL MODULE-MARATHON OZONA		FIELDWOOD - DANTZLER	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000117-70	74482/04-001	K033 Rack K Sec 2	POD ASY ELEC/HYD MARINERWORDFISH		FIELDWOOD - SWORDFISH	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000117-70	69035/03-001	K034 Rack K Sec 2	POD ASY ELEC/HYD MARINERWORDFISH		FIELDWOOD - SWORDFISH	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000117-89	76956/05-001	K035 Rack K Sec 2	SCM ASSY,ELEC/HYDR,[21] SOLENOID VLVS,[6		FIELDWOOD - LORLEN	EA			1			0		
Aker - Mobile	Aker Solutions	10034781	4009455/07-001	K036 Rack K Sec 2	SCM ASSY, 21 HYDR, 5 ELEC, 4 ROV CONNS		FIELDWOOD - DANTZLER	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000731-05	9CKSA61484	MQ01 Mobile Rack QRT	COMPUTER,LAPTOP,PANASONICTOUGHBOK		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000782-48	4500516448-0030	NTFD Not Found	COMPUTER PART,1756-PA72 CONTROL LOGIX P/		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000782-52	4500744743-0010	NTFD Not Found	COMPUTER PART,1756-IF8,ANLG INPUT 8 CH		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10284242	4500589952-0020	NTFD Not Found	PORTSERVER, DIGI TS16 MEI INTERNATIONAL		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000731-77	50005939-002	RCVD Received	COMPUTER,SYSTEL RACKMOUNT IPC,MCS		FIELDWOOD - LORLEN	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000731-05	1KTYA41555	TB03 Test Bay 03	COMPUTER,LAPTOP,PANASONICTOUGHBOK		FIELDWOOD - RATON	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000182-14	4500643069-10-2	YD1G Yard 1 Sec G	SHIPPING FRAME ASSY, CONTROL MODULE		FIELDWOOD - BIGBEND	EA			1			0		
Archer - Houston	Archer	102-01-0235	USSC-13-0751		7 5/8" C/FLEX SS - 145 ksi 945X, assembled with pup joints			EA								
Arctic Pipe - Houston	Arctic Pipe	18137-G		Rack No. DD14 (C)	16" DALMINE Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	27,972.48		7		291.38	0		
Arctic Pipe - Houston	Arctic Pipe	19139-G		Rack No. DD09 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, HYD 521 THREAD		EA	NEW	3,805.45		1		40.70	0		
Arctic Pipe - Houston	Arctic Pipe	19421-H		Rack No. DD14 (C)	16" DALMINE Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	20,666.88		5		215.28	0		
Arctic Pipe - Houston	Arctic Pipe	21294-E		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD		EA	USED	4,030.08		1		41.98	0		
Arctic Pipe - Houston	Arctic Pipe	21294-E		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD		EA	USED	4,121.28		1		42.93	0		
Arctic Pipe - Houston	Arctic Pipe	23312-E		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD		EA	USED	4,120.32		1		42.92	0		
Arctic Pipe - Houston	Arctic Pipe	25037-H		Rack No. A02 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD		EA	NEW	19,645.92		7		273.62	0		
Arctic Pipe - Houston	Arctic Pipe	25037-H		Rack No. A06 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD		EA	NEW	14,214.25		5		197.97	0		
Arctic Pipe - Houston	Arctic Pipe	25037-H		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD		EA	NEW	2,903.59		1		40.48	0		
Arctic Pipe - Houston	Arctic Pipe	25037-H		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80#, TSH 523 DPLS THREAD		EA	NEW	5,554.45		2		77.36	0		
Arctic Pipe - Houston	Arctic Pipe	25166-C		Rack No. CROA (C)	17 7/8" TENARIS P-110 PUP JOINTS, 93.50#, HYD 521 THREAD		EA	NEW	3,740.00		2		40.00	0		
Arctic Pipe - Houston	Arctic Pipe	25166-C		Rack No. CROA (C)	17 7/8" TENARIS P-110 PUP JOINTS, 93.50#, HYD 521 THREAD		EA	NEW	1,870.00		1		20.00	0		
Arctic Pipe - Houston	Arctic Pipe	25526		Rack No. K05 (C)	13 5/8" TAMSA Q-125 HC X-OVER, 88.20#, HYD 523 DPLS PIN THREAD		EA	NEW	1,852.20		1		21.00	0		
Arctic Pipe - Houston	Arctic Pipe	25782-B		Rack No. B07 (C)	16" DALMINE Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	3,993.60		1		41.60	0		
Arctic Pipe - Houston	Arctic Pipe	25782-C		Rack No. G04 (C)	16" DALMINE Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	27,802.56		7		289.61	0		
Arctic Pipe - Houston	Arctic Pipe	27796-E		Rack No. G04 (C)	16" DALMINE Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	4,195.04		1		43.74	0		
Arctic Pipe - Houston	Arctic Pipe	27922-E		Rack No. A07 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, HYD 523 DPLS THREAD		EA	NEW	5,976.63		2		83.24	0		
Arctic Pipe - Houston	Arctic Pipe	27922-E		Rack No. A07 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80#, HYD 523 DPLS THREAD		EA	NEW	20,620.96		7		287.20	0		
Arctic Pipe - Houston	Arctic Pipe	27923-H		Rack No. D25 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD		EA	NEW	5,115.06		2		81.45	0		
Arctic Pipe - Houston	Arctic Pipe	27923-H		Rack No. G16 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD		EA	NEW	2,527.07		1		40.24	0		
Arctic Pipe - Houston	Arctic Pipe	27923-H		Rack No. BLDG (C)	9 7/8" TENARIS TN100R135 CASING, 62.80#, TSH 523 DPLS THREAD		EA	NEW	100,417.20		39		1,599.00	0		
Arctic Pipe - Houston	Arctic Pipe	29030-B		Rack No. G04 (C)	16" DALMINE Q-125 CASING, 96.00#, HYD 511 THREAD		EA	USED	8,457.60		2		88.10	0		
Arctic Pipe - Houston	Arctic Pipe	29102-C		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	28,067.52		7		292.37	0		
Arctic Pipe - Houston	Arctic Pipe	29102-C		Rack No. G04 (C)	16" U S STEEL Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	4,107.84		1		42.79	0		
Arctic Pipe - Houston	Arctic Pipe	29108		Rack No. H05 (C)	17 7/8" TENARIS P-110 CASING, 93.50#, HYD 521 THREAD		EA	NEW	289,634.95		73		3,097.70	0		
Arctic Pipe - Houston	Arctic Pipe	29344-D		Rack No. ACRE (C)	10 3/4" TENARIS TN-125 HC PUP JOINTS, 71.20#, MAC I DPLS THREAD		EA	NEW	0.00		2		0.00	0		
Arctic Pipe - Houston	Arctic Pipe	29345-C		Rack No. N00 (C)	14" TENARIS TN-125 HC PUP JOINTS, 114.00#, TSH 523 DPLS THREAD		EA	NEW	2,280.00		1		20.00	0		
Arctic Pipe - Houston	Arctic Pipe	29346		Rack No. D47 (C)	13 5/8" UNKNOWN MFG TN-125 HC PUP JOINTS, 88.20#, TSH 523 DPLS THREAD		EA	NEW	7,056.00		4		80.00	0		
Arctic Pipe - Houston	Arctic Pipe	29768-B		Rack No. A07 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II DPLS THREAD		EA	NEW	3,001.20		1		41.00	0		
Arctic Pipe - Houston	Arctic Pipe	29768-B		Rack No. ACRE (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II DPLS THREAD		EA	NEW	3,059.76		1		45.80	0		
Arctic Pipe - Houston	Arctic Pipe	29768-C		Rack No. C38 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II DPLS THREAD		EA	NEW	84,014.57		27		1,147.74	0		
Arctic Pipe - Houston	Arctic Pipe	29815-E		Rack No. A08 (C)	10 3/4" TENARIS TN-125 HC CASING, 73.20#, MAC II DPLS THREAD		EA	NEW	43,249.49		14		590.84	0		
Arctic Pipe - Houston	Arctic Pipe	29815-E		Rack No. BB08 (C)	10 3/4" TENARIS TN-125 HC CASING, 73.20#, MAC II DPLS THREAD		EA	NEW	34,264.20		11		468.09	0		
Arctic Pipe - Houston	Arctic Pipe	29816-F		Rack No. D25 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD		EA	NEW	2,385.14		1		37.98	0		
Arctic Pipe - Houston	Arctic Pipe	29816-F		Rack No. F08 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD		EA	NEW	19,788.91		8		315.11	0		
Arctic Pipe - Houston	Arctic Pipe	30096-C		Rack No. G16 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80#, TSH 523 DPLS THREAD		EA	NEW	2,477.46		1		39.45	0		
Arctic Pipe - Houston	Arctic Pipe	30096-C		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	16,572.48		4		172.63	0		
Arctic Pipe - Houston	Arctic Pipe	30096-C		Rack No. G04 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	173,958.72		42		1,812.07	0		
Arctic Pipe - Houston	Arctic Pipe	30096-D		Rack No. N19 (C)	16" TENARIS Q-125 CASING, 96.00#, HYD 511 THREAD		EA	NEW	28,842.24		7		300.44	0		
Arctic Pipe - Houston	Arctic Pipe	31235-E		Rack No. N08 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, HYD 521 DPLS THREAD		EA	NEW	258,966.95		66		2,769.70	0		
Arctic Pipe - Houston	Arctic Pipe	31235-F		Rack No. N08 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, HYD 521 DPLS THREAD		EA	NEW	35,088.68		9		375.28	0		
Arctic Pipe - Houston	Arctic Pipe	31235-F		Rack No. N08 (C)	17 7/8" DALMINE P-110 CASING, 93.50#, HYD 521 DPLS THREAD		EA	NEW	7,954.98		2		85.08	0		
Arctic Pipe - Houston	Arctic Pipe	31492-B		Rack No. C23 (C)	17 7/8" TENARIS P-110 CASING, 93.50#, HYD 521 DPLS THREAD		EA	NEW	27,114.07		7		289.99	0		
Arctic Pipe - Houston	Arctic Pipe	31492-B		Rack No. C23 (C)	17 7/8" TENARIS P-110 CASING, 93.50#, HYD 521 DPLS THREAD		EA	NEW	91,215.80		24		975.57	0		
Arctic Pipe - Houston	Arctic Pipe	31640-B		Rack No. ACRE (C)	10 3/4" TENARIS TN-125 HC PUP JOINTS, 73.20#, MAC II DPLS THREAD		EA	NEW	0.00		1		0.00	0		
Arctic Pipe - Houston	Arctic Pipe	31654-C		Rack No. C25 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20#, MAC II DPLS THREAD		EA	NEW	3,121.25		1		42.64	0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt%	Net Value
Arctic Pipe - Houston	Arctic Pipe	31654-C		Track No. C25 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20M, MAC II DPLS THREAD			EA	NEW	3,126.37	1		42.71	0		
Arctic Pipe - Houston	Arctic Pipe	31666-B		Track No. G16 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80M, TSH 523 DPLS THREAD			EA	NEW	2,815.32	1		44.81	0		
Arctic Pipe - Houston	Arctic Pipe	31666-B		Track No. A06 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20M, MAC II THREAD			EA	USED	12,488.65	4		170.61	0		
Arctic Pipe - Houston	Arctic Pipe	31721-B		Track No. A08 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	NEW	2,281.09	1		31.77	0		
Arctic Pipe - Houston	Arctic Pipe	31721-B		Track No. A08 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	NEW	9,494.11	3		132.23	0		
Arctic Pipe - Houston	Arctic Pipe	31721-B		Track No. A08 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	NEW	23,336.44	8		325.02	0		
Arctic Pipe - Houston	Arctic Pipe	31729-B		Track No. B38 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80M, TSH 523 DPLS THREAD			EA	NEW	47,700.37	19		759.56	0		
Arctic Pipe - Houston	Arctic Pipe	31729-C		Track No. F08 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80M, TSH 523 DPLS THREAD			EA	NEW	5,157.14	2		82.12	0		
Arctic Pipe - Houston	Arctic Pipe	31788-C		Track No. N19 (C)	16" DALMINE Q-125 IC CASING, 96.00M, TSH 513 DPLS THREAD			EA	NEW	19,802.88	5		206.28	0		
Arctic Pipe - Houston	Arctic Pipe	31788-C		Track No. N19 (C)	16" DALMINE Q-125 IC CASING, 96.00M, TSH 513 DPLS THREAD			EA	NEW	464,681.28	117		4,840.43	0		
Arctic Pipe - Houston	Arctic Pipe	31967-B		Track No. M21 (C)	17 7/8" DALMINE P-110 CASING, 93.50M, HYD 521 DPLS THREAD			EA	NEW	11,918.45	3		127.47	0		
Arctic Pipe - Houston	Arctic Pipe	31978-B		Track No. M21 (C)	17 7/8" DALMINE P-110 CASING, 93.50M, HYD 521 DPLS THREAD			EA	NEW	296,149.10	76		3,167.37	0		
Arctic Pipe - Houston	Arctic Pipe	31969-B		Track No. N08 (C)	17 7/8" DALMINE P-110 CASING, 93.50M, TSH 521 DPLS THREAD			EA	NEW	4,259.86	1		45.56	0		
Arctic Pipe - Houston	Arctic Pipe	31970-B		Track No. N08 (C)	17 7/8" DALMINE P-110 CASING, 93.50M, TSH 521 DPLS THREAD			EA	NEW	4,104.65	1		43.90	0		
Arctic Pipe - Houston	Arctic Pipe	32027		Track No. J03 (C)	13 5/8" TAMSA TN-125 HC CASING, 88.20M, HYD 523 THREAD			EA	NEW	71,636.04	19		812.20	0		
Arctic Pipe - Houston	Arctic Pipe	32463-B		Track No. G16 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	USED	11,151.26	4		155.31	0		
Arctic Pipe - Houston	Arctic Pipe	32463-B		Track No. G16 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	USED	2,895.69	1		40.33	0		
Arctic Pipe - Houston	Arctic Pipe	32779-B		Track No. N19 (C)	16" DALMINE Q-125 IC CASING, 96.00M, TSH 513 DPLS THREAD			EA	NEW	3,688.32	1		38.42	0		
Arctic Pipe - Houston	Arctic Pipe	32781-B		Track No. C23 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20M, MAC II THREAD			EA	NEW	3,087.58	1		42.18	0		
Arctic Pipe - Houston	Arctic Pipe	32887		Track No. BLDG (C)	10 3/4" UNKNOWN MFG 41.45 M X-OVER, 79.20M, TSH 563 PIN THREAD			EA	NEW	245.52	1		3.10	0		
Arctic Pipe - Houston	Arctic Pipe	33395-B		Track No. C06 (C)	16" DALMINE Q-125 CASING, 96.00M, HYD 511 THREAD			EA	NEW	89,016.96	20		927.26	0		
Arctic Pipe - Houston	Arctic Pipe	33456-C		Track No. C06 (C)	16" DALMINE Q-125 CASING, 96.00M, HYD 511 THREAD			EA	NEW	22,329.60	5		232.60	0		
Arctic Pipe - Houston	Arctic Pipe	33457-B		Track No. C06 (C)	16" DALMINE Q-125 CASING, 96.00M, HYD 511 THREAD			EA	NEW	4,120.32	1		42.32	0		
Arctic Pipe - Houston	Arctic Pipe	33468-B		Track No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	NEW	2,809.23	1		39.07	0		
Arctic Pipe - Houston	Arctic Pipe	33469-B		Track No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	USED	21,109.20	7		294.00	0		
Arctic Pipe - Houston	Arctic Pipe	33469-B		Track No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	USED	13,644.87	4		190.04	0		
Arctic Pipe - Houston	Arctic Pipe	33519-D		Track No. H19 (C)	14" TAMSA Q-125 ICY PUP JOINTS, 116.00M, TSH 523 THREAD			EA	NEW	0.00	1		0.00	0		
Arctic Pipe - Houston	Arctic Pipe	33521-B		Track No. M21 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80M, TSH 523 DPLS THREAD			EA	NEW	2,453.60	1		39.07	0		
Arctic Pipe - Houston	Arctic Pipe	33533-B		Track No. M21 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80M, TSH 523 DPLS THREAD			EA	USED	19,441.00	8		309.57	0		
Arctic Pipe - Houston	Arctic Pipe	33553-B		Track No. BLDG (C)	16" U STEEL Q-125 HC X-OVER, 96.00M, THREAD			EA	NEW	2,310.72	6		24.07	0		
Arctic Pipe - Houston	Arctic Pipe	33554-B		Track No. BLDG (C)	16" U STEEL Q-125 HC X-OVER, 96.00M, THREAD			EA	NEW	2,404.80	6		25.05	0		
Arctic Pipe - Houston	Arctic Pipe	33556-C		Track No. D24 (C)	7 3/4" TAMSA Q-125 IC CASING, 46.10M, TSH 523 THREAD			EA	NEW	2,138.58	1		46.39	0		
Arctic Pipe - Houston	Arctic Pipe	33558-B		Track No. ACRE (C)	10 3/4" UNKNOWN MFG TN-125 HC PUP JOINTS, 73.20M, MAC II DPLS THREAD			EA	USED	0.00	1		0.00	0		
Arctic Pipe - Houston	Arctic Pipe	33564		Track No. D15 (C)	16" DALMINE Q-125 CASING, 96.00M, TSH 511 THREAD			EA	USED	4,168.32	1		43.42	0		
Arctic Pipe - Houston	Arctic Pipe	33934		Track No. F13 (C)	17 7/8" DALMINE P-110 CASING, 93.50M, TSH 521 DPLS THREAD			EA	NEW	42,585.51	11		455.46	0		
Arctic Pipe - Houston	Arctic Pipe	33935		Track No. F12 (C)	17 7/8" DALMINE P-110 CASING, 93.50M, HYD 521 THREAD			EA	NEW	4,314.09	1		46.14	0		
Arctic Pipe - Houston	Arctic Pipe	33936		Track No. F12 (C)	17 7/8" DALMINE P-110 CASING, 93.50M, HYD 521 THREAD			EA	NEW	3,833.50	1		41.00	0		
Arctic Pipe - Houston	Arctic Pipe	33937		Track No. F12 (C)	17 7/8" DALMINE P-110 CASING, 93.50M, HYD 521 THREAD			EA	NEW	3,833.50	1		41.00	0		
Arctic Pipe - Houston	Arctic Pipe	33952		Track No. D013 (C)	16" DALMINE Q-125 CASING, 96.00M, TSH 511 THREAD			EA	NEW	49,555.20	12		516.20	0		
Arctic Pipe - Houston	Arctic Pipe	33953		Track No. D010 (C)	16" DALMINE Q-125 CASING, 96.00M, TSH 511 THREAD			EA	NEW	18,432.00	4		192.00	0		
Arctic Pipe - Houston	Arctic Pipe	33954		Track No. D013 (C)	16" DALMINE Q-125 CASING, 96.00M, TSH 511 THREAD			EA	NEW	4,880.64	1		50.84	0		
Arctic Pipe - Houston	Arctic Pipe	33955		Track No. D013 (C)	16" DALMINE Q-125 CASING, 96.00M, TSH 511 THREAD			EA	NEW	4,497.60	1		46.85	0		
Arctic Pipe - Houston	Arctic Pipe	33974-E		Track No. H19 (C)	14" TAMSA Q-125 ICY PUP JOINTS, 116.00M, TSH 523 THREAD			EA	NEW	1,740.00	1		15.00	0		
Arctic Pipe - Houston	Arctic Pipe	33974-EE		Track No. H19 (C)	14" TAMSA Q-125 ICY PUP JOINTS, 116.00M, TSH 523 DPLS PIN THREAD			EA	NEW	0.00	1		0.00	0		
Arctic Pipe - Houston	Arctic Pipe	33977		Track No. BLDG (C)	16" 4330.130 X-OVER, 96.00M, TSH 511 PIN THREAD			EA	USED	288.00	1		3.00	0		
Arctic Pipe - Houston	Arctic Pipe	33978		Track No. BLDG (C)	17 7/8" 41.45 M X-OVER, 93.50M, TSH 511 PIN THREAD			EA	NEW	280.50	1		3.00	0		
Arctic Pipe - Houston	Arctic Pipe	34053-B		Track No. F07 (C)	14" TAMSA TN-125 HC CASING, 113.00M, TSH 523 DPLS THREAD			EA	USED	47,212.53	10		417.81	0		
Arctic Pipe - Houston	Arctic Pipe	34053-B		Track No. F07 (C)	14" TAMSA TN-125 HC CASING, 113.00M, TSH 523 DPLS THREAD			EA	USED	19,043.89	4		168.53	0		
Arctic Pipe - Houston	Arctic Pipe	34086		Track No. B05 (C)	10 1/8" JFE JFE125T CASING, 79.22M, SLUII THREAD			EA	NEW	351,970.50	108		4,442.95	0		
Arctic Pipe - Houston	Arctic Pipe	34091		Track No. B05 (C)	10 1/8" JFE JFE125T CASING, 79.22M, SLUII THREAD			EA	USED	6,518.49	2		83.55	0		
Arctic Pipe - Houston	Arctic Pipe	34092-B		Track No. CROA (C)	11 7/8" TENARIS Q-125 HC PUP JOINTS, 71.80M, HYD 523 THREAD			EA	NEW	718.00	1		10.00	0		
Arctic Pipe - Houston	Arctic Pipe	34093-B		Track No. CROA (C)	11 7/8" TENARIS Q-125 HC PUP JOINTS, 71.80M, HYD 523 DPLS PIN THREAD			EA	USED	718.00	1		10.00	0		
Arctic Pipe - Houston	Arctic Pipe	34094-B		Track No. CROA (C)	11 7/8" TENARIS Q-125 HC PUP JOINTS, 71.80M, HYD 523 DPLS BOX THREAD			EA	NEW	718.00	1		10.00	0		
Arctic Pipe - Houston	Arctic Pipe	34100		Track No. A06 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	USED	25,716.61	9		358.17	0		
Arctic Pipe - Houston	Arctic Pipe	34101		Track No. ACRE (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, HYD 523 DPLS PIN THREAD			EA	USED	1,493.44	1		20.80	0		
Arctic Pipe - Houston	Arctic Pipe	34102		Track No. ACRE (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, THREAD			EA	USED	1,062.64	1		14.80	0		
Arctic Pipe - Houston	Arctic Pipe	34103		Track No. G07 (C)	10 1/8" JFE JFE125T CASING, 79.22M, SLUII THREAD			EA	NEW	48,720.30	15		615.00	0		
Arctic Pipe - Houston	Arctic Pipe	34105		Track No. A06 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	NEW	23,056.42	8		321.12	0		
Arctic Pipe - Houston	Arctic Pipe	34149		Track No. BLDG (C)	10 1/8" UNKNOWN MFG 4330.130 X-OVER, 79.22M, SLUII PIN THREAD			EA	NEW	21.89	1		2.70	0		
Arctic Pipe - Houston	Arctic Pipe	34150-B		Track No. BLDG (C)	14" UNKNOWN MFG 4330.130 X-OVER, 113.00M, TSH 523 PIN THREAD			EA	USED	349.17	1		3.09	0		
Arctic Pipe - Houston	Arctic Pipe	34151		Track No. BLDG (C)	7 3/4" UNKNOWN MFG 4330.130 X-OVER, 46.10M, TSH 523 PIN THREAD			EA	NEW	124.01	1		2.59	0		
Arctic Pipe - Houston	Arctic Pipe	34152		Track No. BLDG (C)	11 7/8" UNKNOWN MFG 4141.130 X-OVER, 71.80M, TSH 523 PIN THREAD			EA	NEW	203.19	1		2.83	0		
Arctic Pipe - Houston	Arctic Pipe	34181		Track No. E12 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	USED	2,866.97	1		39.93	0		
Arctic Pipe - Houston	Arctic Pipe	34181		Track No. E12 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80M, TSH 523 DPLS THREAD			EA	USED	17,373.45	6		241.97	0		
Arctic Pipe - Houston	Arctic Pipe	34182		Track No. F12 (C)	10 1/8" JFE JFE125T CASING, 79.22M, SLUII THREAD			EA	USED	12,913.65	4		163.01	0		
Arctic Pipe - Houston	Arctic Pipe	34026		Track No. A07 (C)	14" TAMSA Q-125 HP X-OVER, 113.00M, HYD 523 THREAD			EA	NEW	2,481.48	1		21.96	0		
Arctic Pipe - Houston	Arctic Pipe	36073-C		Track No. D006 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	NEW	4,429.60	1		39.20	0		
Arctic Pipe - Houston	Arctic Pipe	36073-C		Track No. D006 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	NEW	39,126.25	9		346.25	0		
Arctic Pipe - Houston	Arctic Pipe	36256-B		Track No. D08 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	USED	17,946.66	4		158.82	0		
Arctic Pipe - Houston	Arctic Pipe	36256-B		Track No. D009 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	USED	15,400.77	4		136.29	0		
Arctic Pipe - Houston	Arctic Pipe	36256-C		Track No. D06 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	USED	8,890.84	2		78.68	0		
Arctic Pipe - Houston	Arctic Pipe	36256-C		Track No. D007 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	USED	102,338.45	23		905.65	0		
Arctic Pipe - Houston	Arctic Pipe	36256-C		Track No. G08 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	USED	364,709.76	82		3,227.52	0		
Arctic Pipe - Houston	Arctic Pipe	36256-C		Track No. N09 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	USED	547,064.64	123		4,841.28	0		
Arctic Pipe - Houston	Arctic Pipe	36274-C		Track No. D34 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	USED	4,551.64	1		40.28	0		
Arctic Pipe - Houston	Arctic Pipe	36274-C		Track No. D34 (C)	14" TENARIS TN-125 HC CASING, 113.00M, TSH 523 THREAD			EA	USED	121,289.68	27		1,073.36	0		
Arctic Pipe - Houston	Arctic Pipe	36292-C		Track No. D006 (C)	14" TENARIS Q-125 ICY CASING, 116.00M, TSH 523 THREAD			EA	USED	132,005.20	28					

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Baker Hughes - Broussard	Baker Hughes	Wet Mate Box B		South wall	E Subsea Connector, Wet mate equipment pelican case. Included test plugs, THR1		TA3	EA	Used		1			0		
Baker Hughes - Broussard	Baker Hughes	PGA-30-003_C		E-3	E TEC, TEC 0.250, OD 28WT, INC 1C_E_115 110C		TA-3	EA	Used		20443		4.5			
Baker Hughes - Broussard	Baker Hughes	Wet Mate Box A		South wall	E Subsea Connector, Wet mate equipment pelican case. Included rebuild kits primary male back up female and male.		TA3	EA	Used		1			0		
					E Subsea Connector, Primary Install Box - Wet Mate Equipment, Male to be installed into Tubing Hanger											
					Gold Pins (Part of MWC) PMP-0178 qty 3											
					Male Wetmate Connector (MWC)PGA-50-056 Qty 1 SN 11890392 (Primary, used for SIT. Needs to be rebuilt.)											
Baker Hughes - Broussard	Baker Hughes	Wet Mate Box C		South wall	MWC Rebuild KitsPKIK		TA3	EA	Used		1			0		
Baker Hughes - Broussard	Baker Hughes	PPRK-24-6870		Locker 7	E Fitting, FRK Inc 825 0.25" O Gauge CH 5 T/T		TA3	EA	0		3			0		
Baker Hughes - Broussard	Baker Hughes	H0J0290300		Locker 7	E Fitting, SEAL CARRIER 1368 IN OD 0.258 IN ID 2.904 IN LG BMS-5308 17-4 PH 100 MYS 29-33 HRC CRITICAL DRW: J02-903-00-1		TA3	EA			3		1298			
Baker Hughes - Broussard	Baker Hughes	10413131		Locker 7	E Fitting, CHAMFERED SEAL 95 DURO FKM (VITON) 1.225 IN OD .939 IN ID .177 IN LG CRITICAL BATCH MANAGED F/ WELL FLUID: CALCIUM BROMIDE F/ TEMPERATURE: 166 DEG F F/ STATIC APPLICATION		TA3	EA			22		90.12			
Baker Hughes - Broussard	Baker Hughes	10413129		Locker 7	E Fitting, BACK-UP RING 200 SERIES 1.180/1.183 IN OD .960/.963 IN ID 0.078 IN LG BPS-F202 (PE35) BACK-UP RINGS W/SCARF 45-DEG CONCAVE CRITICAL BATCH MANAGED .048 IN THICKNESS VIRGIN PEEK DRW: 274-262-01.21		TA3	EA			22		19.81			
Baker Hughes - Broussard	Baker Hughes	HWWB123V40		Locker 7	E Fitting, O-RING 123 BPS-B201 (V40) VITON 90 DURO		TA3	EA			22		8.15			
Baker Hughes - Broussard	Baker Hughes	Wet Mate Special Tools		Locker 7	E Subsea Connector, Wet mate equipment yellow tool box. Included special install tools		TA3	EA	Used		1			0		
Baker Hughes - Broussard	Baker Hughes	HWWB023V40		Locker 7	E Fitting, 023 O-RING BPS-B201 (V40) O-RING		TA3	EA			22		5.08			
Baker Hughes - Broussard	Baker Hughes	10316238		Locker 7	E Fitting, Fitting 1/4" INC825 Swagelok Nut, INC825-402-1		TA3	EA	Scrap		30		44.56			
Baker Hughes - Broussard	Baker Hughes	HWWB213V40		Locker 7	E Accessory, 213 O-RING BPS-B201Q (V40) O-RING		TA3	EA			22		8.98			
Baker Hughes - Broussard	Baker Hughes	PMA-5828		Locker 7	E Fitting, Swagelok 1/4" Inc 825 Ferrule Set Front Ferrule 825-403-1 Back Ferrule 825-404-1 Front & Rear, P/ No. 825-400-SE7		TA3	EA			30		51.24			
Baker Hughes - Broussard	Baker Hughes	PGA-33-09436_C		CON 6	CI Control Line, Tube 1/4" x 0.065" WT INC825, Encap		MC 353 #1	EA			1500		7.89			
Baker Hughes - Broussard	Baker Hughes	PGA-34-09434_C		D-5	CI Control Line, Dual FPC Santoprene 2 x 1/4 Tube Incoloy		MC 353 #1	EA			13300		7.89			
					E Gauge, DHPT Gauge, Triple SurSENS 175HP Gauge for IWS: tbg/ann/ remote (shroud), 30,000 psia, 200C, Accuracy: .02%, Resolution: .0001 psi, temp res: .0001F, ext testable connection			EA	New		1		112500			
Baker Hughes - Broussard	Baker Hughes	H307050025RNB1		1-13-B	CI Special Tool, Y-Block, 1/2" Control line, 1/5.5" 29.7H, Alloy 718, Ext Testable Jam Nut fittings, Alloy 718, one 1/2" top, two 1/2" down, four bypass slots, 15K Rated		Green SS #2 ST2	EA	New		1		29680			
Baker Hughes - Broussard	Baker Hughes	H308330005RNB1		1-15-BL	Protector, Cannon - 4500-A-06		Blue SS #4	EA	New		4		79.81			
Baker Hughes - Broussard	Baker Hughes	H307940423RNB1		1-23-AL	Protector - Stand-off, Cannon - 5500-A-06N11.361.16		Blue SS #4	EA	New		1		1740			
Baker Hughes - Broussard	Baker Hughes	H307940427RNB1		1-23-AL	Protector - Stand-off, Cannon - 6248-B-728G1.57-XI		Blue SS #4	EA	New		1		931.25			
Baker Hughes - Broussard	Baker Hughes	H307940428RNB1		1-23-AL	Protector - Stand-off, Cannon - 4500-A-06N9.661.66		Blue SS #4	EA	New		1		1740			
Baker Hughes - Broussard	Baker Hughes	H307940418RNB1-MOD		1-23-AL	Protector - Stand-off, Cannon - 6248-A-72R/060CG1.57-XI-MOD		Blue SS #4	EA	New		1		1862.5			
Baker Hughes - Broussard	Baker Hughes	H307940419RNB1		1-23-AL	Protector, Cannon - 5500-A-72R/77DC		Blue SS #4	EA	New		22		121.69			
Baker Hughes - Broussard	Baker Hughes	H307940427RNB1-MOD		1-23-AL	Protector - Stand-off, Cannon - 6248-B-728G1.57-XI-MOD		Blue SS #4	EA	New		1		931.25			
Baker Hughes - Broussard	Baker Hughes	H307940422RNB1		1-23-AL	Protector - Mid joint, Cannon - 5500-C-72R/77DC		Blue SS #4	EA	New		3		60.5			
Baker Hughes - Broussard	Baker Hughes	H307940440RNB1		1-23-AL	Protector - Mid joint, Cannon - 4500-C-06		Blue SS #4	EA	New		3		99.88			
Baker Hughes - Broussard	Baker Hughes	H307940445RNB1		1-23-AL	Protector - Splice, Cannon - 4500-30-06		Blue SS #4	EA	New		2		589			
Baker Hughes - Broussard	Baker Hughes	H307940447RNB1		1-23-AL	Protector - Splice, Cannon - 5500-30-72R		Blue SS #4	EA	New		2		589			
Baker Hughes - Broussard	Baker Hughes	H307940446RNB1		1-23-AL	Protector - Splice, Cannon - 5500-40-72R/77DC		Blue SS #4	EA	New		2		1106			
Baker Hughes - Broussard	Baker Hughes	H307940426RNB1		1-23-AR	Protector, Cannon - 5500-A-72R		Blue SS #4	EA	New		76		87.31			
Baker Hughes - Broussard	Baker Hughes	H307940428RNB1		1-6-A	Protector, Cannon 4500-A-81		Green SS #2 ST2	EA	New		4		79.81			
Baker Hughes - Broussard	Baker Hughes	H307940448RNB1-MOD		1-6-A	Protector - Stand-off, Cannon - 6248-B-618G1.57-XI-MOD		Green SS #2 ST2	EA	New		1		931.25			
Baker Hughes - Broussard	Baker Hughes	H307940432RNB1		1-6-A	Protector - Stand-off, Cannon - 5500-A-81N11.361.16		Green SS #2 ST2	EA	New		1		1740			
Baker Hughes - Broussard	Baker Hughes	H307940433RNB1		1-6-A	Protector - Stand-off, Cannon - 4500-A-81N9.661.66		Green SS #2 ST2	EA	New		1		1740			
Baker Hughes - Broussard	Baker Hughes	H307940421RNB1		1-6-A	Protector, Cannon - 5500-55-72R/77DC		Blue SS #4	EA	New		2		1105			
Baker Hughes - Broussard	Baker Hughes	H307940448RNB1		1-6-A	Protector - Stand-off, Cannon - 6248-B-618G1.57-XI		Green SS #2 ST2	EA	New		1		931.25			
Baker Hughes - Broussard	Baker Hughes	H307940417RNB1		1-6-A	Protector - Mid joint, Cannon - 4500-C-81		Green SS #2 ST2	EA	New		3		42.5			
Baker Hughes - Broussard	Baker Hughes	H307940435RNB1		1-6-A	Protector - Splice, Cannon - 4500-30-81		Green SS #2 ST2	EA	New		2		589			
Baker Hughes - Broussard	Baker Hughes	H307940434RNB1		1-6-A	Protector - Mid joint, Cannon - 5500-C-61R/77DC		Green SS #2 ST2	EA	New		1		64.5			
Baker Hughes - Broussard	Baker Hughes	H307940430RNB1		1-6-A	Protector - X-Over, Cannon - 5500/7063-40-61R/77DCXO		Green SS #2 ST2	EA	New		1		1106			
Baker Hughes - Broussard	Baker Hughes	H307940438RNB1		1-6-A	Protector - VIT, Cannon - 72058 - VIT Sieve		Green SS #2 ST2	EA	New		5		2860			
Baker Hughes - Broussard	Baker Hughes	H307940437RNB1		1-6-A	Protector - VIT, Cannon - 72057 - VIT Sieve		Green SS #2 ST2	EA	New		14		2594			
Baker Hughes - Broussard	Baker Hughes	H307940429RNB1		1-6-A	Protector - VIT, Cannon - 7063-50-61R, 77DCXVIT		Green SS #2 ST2	EA	New		13		756.25			
Baker Hughes - Broussard	Baker Hughes	H307940444RNB1		1-6-A	Protector - X-Over, Cannon - 7063, 5500-40-61R, 77DCXO		Green SS #2 ST2	EA	New		1		1106.25			
Baker Hughes - Broussard	Baker Hughes	H307940436RNB1		1-6-A	Protector - Splice, Cannon - 5500-40-61R/77DC		Green SS #2 ST2	EA	New		2		1106			
Baker Hughes - Broussard	Baker Hughes	H307940439RNB1		1-6-A	Protector - Splice, Cannon - 5500-30-61R		Green SS #2 ST2	EA	New		2		589			
Baker Hughes - Broussard	Baker Hughes	H307940443RNB1		1-6-A	Protector, Cannon - 5500-A-61R, 77DC		Green SS #2 ST2	EA	New		19		121.69			
Baker Hughes - Broussard	Baker Hughes	H307940443RNB1		1-6-A	Protector, Cannon - 5500-55-61R, 77DC		Green SS #2 ST2	EA	New		2		1105			
Baker Hughes - Broussard	Baker Hughes	H307940441RNB1-MOD		1-6-A	Protector - Stand-off, Cannon - 6248-A-61R/060CG1.57-XI-MOD		Green SS #2 ST2	EA	New		1		1872.5			
Baker Hughes - Broussard	Baker Hughes	H307940431RNB1		1-6-A	Protector, Cannon - 5500-A-61R		Green SS #2 ST2	EA	New		56		91.69			
Baker Hughes - Broussard	Baker Hughes	H811564300RT		1-6-BR	SurSet - Run / Pull Tool, 2.750 IN X 2.812 MODEL D PROBE		Green SS #2 ST2	EA	New		1		1228			
Baker Hughes - Broussard	Baker Hughes	H811564300RT		1-6-BR	SurSet - Run / Pull Tool, 2.750 IN X 2.812 MODEL D PROBE		Green SS #2 ST2	EA	New		1		1228			
					SurSet - Lock / Plug, 3.312 EQUALIZING CHECK VALVE AOFT-2 BMS-S210 13 CR 80 MYS 22 HRC MAX BCS-A404 QPQ OR PLASMA NITRIDING 10,000 WP ABOVE BPS-CS01 (KV65) 650 VTN CVN 3.385 IN OD 1.250 IN DIA OF BALL 3.312 AF PROFILE CO2 & H2S SERVICE BPS-CS01 (KV65) PACKING UNIT CRITICAL		Green SS #2 ST2	EA			1		14957			
Baker Hughes - Broussard	Baker Hughes	H809660014NGNE		1-6-BR	SurSet - Lock / Plug, 3.312 EQUALIZING CHECK VALVE AOFT-2 BMS-S210 13 CR 80 MYS 22 HRC MAX BCS-A404 QPQ OR PLASMA NITRIDING 10,000 WP ABOVE BPS-CS01 (KV65) 650 VTN CVN 3.385 IN OD 1.250 IN DIA OF BALL 3.312 AF PROFILE CO2 & H2S SERVICE BPS-CS01 (KV65) PACKING UNIT CRITICAL		Green SS #2 ST2	EA			1		14957			
Baker Hughes - Broussard	Baker Hughes	H809660014NGNE		1-6-BR	SurSet - Run / Pull Tool, 2.750 IN X 2.812 IN WIRELINE RUNNING TOOL A		Green SS #2 ST2	EA	New		1		6772			
Baker Hughes - Broussard	Baker Hughes	H811550701RT		1-6-BR	SurSet - Run / Pull Tool, 2.750 IN X 2.812 IN WIRELINE RUNNING TOOL A		Green SS #2 ST2	EA	New		1		6772			
Baker Hughes - Broussard	Baker Hughes	H811550701RT		1-6-BR	SurSet - Run / Pull Tool, 2.750 IN X 2.812 IN WIRELINE RUNNING TOOL A		Green SS #2 ST2	EA	New		1		6772			
					DISTRICT MADE UPPER BODY BMS-A098 4X3X OR P110 STEEL 110 MYS STD 4.500 IN 12.75 LB/FT EY 8RD BOX UP 6.250 IN STUB ACME PIN DOWN LEFT HAND THREAD DOWN 7.015 IN OD 18.000 IN LG		Blue Well	EA			1		2350			
Baker Hughes - Broussard	Baker Hughes	10485888		1-6-BR	E TEC, 1/4" x .049" TEC INC 825 FEP Filler		Green SS #2 ST2	EA	New		21344		4.3			
Baker Hughes - Broussard	Baker Hughes	H308190058RNB1		D-17	CI Control Line, Dual 3/8" x .065" Enhanced Properties Flatpack MYS 70 KSI		Green SS #2 ST2	EA	New		21494		8.36			
Baker Hughes - Broussard	Baker Hughes	H308190059RNB1		E-15	Control Line - IWS, Triple 1/4" x .049" Enhanced Properties Flatpack MYS 65KSI		Green SS #2 ST2	EA	New		18764		6.53			
Baker Hughes - Broussard	Baker Hughes	H308190060RNB1		F-6	CI Control Line, Dual 1/4" x .049" Enhanced Properties Flatpack MYS 65KSI		Green SS #2 ST2	EA	New		6994		4.36			
Baker Hughes - Broussard	Baker Hughes	10474034		Locker 7	E Fitting, TEC splice installation kit w/C-276		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474034		Locker 7	E Fitting, TEC splice installation kit w/C-276		Green SS #2 ST2	EA	New		1		0			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Baker Hughes - Broussard	Baker Hughes	HOA1569420RNB1		Locker 7	Ci Splice, 1/2" Splice, Hydraulic, testable, Ni Alloy 718, for 1/2" Upper CIV control lines, 20K rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2920			
Baker Hughes - Broussard	Baker Hughes	HOA1569420RNB1		Locker 7	Ci Splice, 1/2" Splice, Hydraulic, testable, Ni Alloy 718, for 1/2" Upper CIV control lines, 20K rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2920			
Baker Hughes - Broussard	Baker Hughes	H307970007RNB1		Locker 7	E Splice, TEC Splice Kit, 1/1 1/4" line, .75" OD, 30K psi rated, NACE, MP35N		Green SS #2 ST2	EA	New		1		6145			
Baker Hughes - Broussard	Baker Hughes	H308230018RNB1		Locker 7	Ci Valve, SureTreat CIV 15K/20K, Inj Block valve, 3/8" CL, JamNut x 9/16" AEMP w/Anti-vibe, Dual checks, Alloy 718		Green SS #2 ST2	EA	New		1		19840			
Baker Hughes - Broussard	Baker Hughes	H308230018RNB1		Locker 7	Ci Valve, SureTreat CIV 15K/20K, Inj Block valve, 3/8" CL, JamNut x 9/16" AEMP w/Anti-vibe, Dual checks, Alloy 718		Green SS #2 ST2	EA	New		1		19840			
Baker Hughes - Broussard	Baker Hughes	HOA1569419RNB1		Locker 7	Ci Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (IAMNUT)		Blue SS #4	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H307970007RNB1		Locker 7	E Splice, TEC Splice Kit, 1/1 1/4" line, .75" OD, 30K psi rated, NACE, MP35N		Blue SS #4	EA	New		1		6145			
Baker Hughes - Broussard	Baker Hughes	H307970007RNB1		Locker 7	E Splice, TEC Splice Kit, 1/1 1/4" line, .75" OD, 30K psi rated, NACE, MP35N		Green SS #2 ST2	EA	New		1		6145			
Baker Hughes - Broussard	Baker Hughes	H308230017RNB1		Locker 7	Ci Valve, SureTreat CIV 15K, Inj Block valve, 1/2" CL, JamNut x 9/16" AEMP w/Anti-vibe, Dual checks, Alloy 718		Green SS #2 ST2	EA	New		1		19840			
Baker Hughes - Broussard	Baker Hughes	HOA1569419RNB1		Locker 7	Ci Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	HOA1569418RNB1		Locker 7	Ci Splice, 3/8" Splice, Hydraulic, testable, Ni Alloy 718, for 3/8" Lwr CIVs control lines, 20K psi rated (IAMNUT)		Blue SS #4	EA	New		1		2650			
Baker Hughes - Broussard	Baker Hughes	H308310014RNB1		Locker 7	Ci Accessory, 11.5K Parting Piston		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	H308310014RNB1		Locker 7	Ci Accessory, 11.5K Parting Piston		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	H308310014RNB1		Locker 7	Ci Accessory, 11.5K Parting Piston		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10465505		Locker 7	E Fitting, Redress Kit, SureSENS 175 Triple Gauge, Autoclave connection		Green SS #2 ST2	EA	New		1		448			
Baker Hughes - Broussard	Baker Hughes	HOA1569419RNB1		Locker 7	Ci Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (IAMNUT)		Blue SS #4	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	10465503		Locker 7	E Fitting, Installation Kit, SureSENS 175HP Dual Gauge, Autoclave conn.		Blue SS #4	EA	New		1		1080			
Baker Hughes - Broussard	Baker Hughes	HOA1569419RNB1		Locker 7	Ci Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H308230017RNB1		Locker 7	Ci Valve, SureTreat CIV 15K, Inj Block valve, 1/2" CL, JamNut x 9/16" AEMP w/Anti-vibe, Dual checks, Alloy 718		Green SS #2 ST2	EA	New		1		19840			
Baker Hughes - Broussard	Baker Hughes	HOA1569419RNB1		Locker 7	Ci Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	HOA1569420RNB1		Locker 7	Ci Splice, 1/2" Splice, Hydraulic, testable, Ni Alloy 718, for 1/2" Upper CIV control lines, 20K rated (IAMNUT)		Blue SS #4	EA	New		1		2920			
Baker Hughes - Broussard	Baker Hughes	HOA1569419RNB1		Locker 7	Ci Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (IAMNUT)		Blue SS #4	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	HOA1569419RNB1		Locker 7	Ci Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	HOA0160900		Locker 7	. 1.230 IN BACK-UP RING 1.232 IN OD 1.013 IN ID .227 IN LG BPS-F202 (PE30) BACK-UP RINGS W/SCARF CUSTOM CRITICAL BATCH MANAGED F/DOVE-TAIL O-RING GROOVES C1 CRITICAL TO HSE		Green Well	EA			1		92.8			
Baker Hughes - Broussard	Baker Hughes	HOA1569420RNB1		Locker 7	Ci Splice, 1/2" Splice, Hydraulic, testable, Ni Alloy 718, for 1/2" Upper CIV control lines, 20K rated (IAMNUT)		Blue SS #4	EA	New		1		2920			
Baker Hughes - Broussard	Baker Hughes	HOA1569418RNB1		Locker 7	Ci Splice, 3/8" Splice, Hydraulic, testable, Ni Alloy 718, for 3/8" Lwr CIVs control lines, 20K psi rated (IAMNUT)		Blue SS #4	EA	New		1		2650			
Baker Hughes - Broussard	Baker Hughes	HOA1569418RNB1		Locker 7	Ci Splice, 3/8" Splice, Hydraulic, testable, Ni Alloy 718, for 3/8" Lwr CIVs control lines, 20K psi rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2650			
Baker Hughes - Broussard	Baker Hughes	HOA1569418RNB1		Locker 7	Ci Splice, 3/8" Splice, Hydraulic, testable, Ni Alloy 718, for 3/8" Lwr CIVs control lines, 20K psi rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2650			
Baker Hughes - Broussard	Baker Hughes	HOA1569419RNB1		Locker 7	Ci Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	H308310014RNB1		Locker 7	Ci Accessory, 11.5K Parting Piston		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	HOA1569419RNB1		Locker 7	Ci Splice, 1/4" Splice, Hydraulic, testable, Ni Alloy 718, f HCM lines @ splice sub and SCSV + BU, 20K psi rated (IAMNUT)		Green SS #2 ST2	EA	New		1		2285			
Baker Hughes - Broussard	Baker Hughes	HOA0160900		Locker 7	. 1.230 IN BACK-UP RING 1.232 IN OD 1.013 IN ID .227 IN LG BPS-F202 (PE30) BACK-UP RINGS W/SCARF CUSTOM CRITICAL BATCH MANAGED F/DOVE-TAIL O-RING GROOVES C1 CRITICAL TO HSE		Green Well	EA			7		649.6			
Baker Hughes - Broussard	Baker Hughes	10474035		Locker 7	E Fitting, TEC splice redress kit w/C-276		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474035		Locker 7	E Fitting, TEC splice redress kit w/C-276		Green SS #2 ST2	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474035		Locker 7	E Fitting, TEC splice redress kit w/C-276		Blue SS #4	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474035		Locker 7	E Fitting, TEC splice redress kit w/C-276		Blue SS #4	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10474034		Locker 7	E Fitting, TEC splice installation kit w/C-276		Blue SS #4	EA	New		1		0			
Baker Hughes - Broussard	Baker Hughes	10485883		South wall	Ci Accessory, Teflon Sleeve for 1/2" Control Line		Green SS #2 ST2	EA	New		300		16.44			
Baker Hughes - Houma	Baker Hughes	266730541			LANDING COLLAR TYPE II W/BAFFLE 5.500 IN 20.00 LB/FT ATLAS BRADFORD ST-L BOX UP 5.500 IN 20.00 LB/FT ATLAS BRADFORD ST-L PIN DOWN 5.545 IN OD 4.688 IN ID 2.365 PSI SHEAR 1.500 IN DIA OF BALL 125 KSI MYS (API SCT) CROSSOVER BUSHING 10.125 IN 79.22 LB/FT SEAL LOCK SF BOX UP 9.875 IN 62.80 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.259 IN OD 8.531 IN ID 18.000 IN LG API SCT CROSSOVER BUSHING 9.875 IN 62.80 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 10.125 IN 79.22 LB/FT SEAL LOCK SF PIN DOWN Q125 CR-MO TBLR 125 MYS 10.140 IN OD 8.530 IN ID 18.000 IN LG API SCT CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 10.125 IN 79.22 LB/FT SEAL LOCK SF PIN DOWN Q125 CR-MO TBLR 125 MYS 10.962 IN OD 8.530 IN ID 18.000 IN LG API SCT CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.541 IN ID 18.000 IN LG API SCT UNER PACKER W/HRD-E PROFILE AND HOLD DOWN 9.875 IN 67.50 LB/FT VAM SLU II BOX DOWN 11.375 IN 61.0-72.0 LB/FT CSG 11.750 IN EXT OD 10.188 IN EXT ID 20.00 FT EXT LG C-110 TYPE PBR EXT 12.000 IN OD 8.535 IN ID (MUST DRIFT 8.500) 5% SHEAR SCREWS 8.535 IN P SPACER NIPPLE 9.875 IN 67.50 LB/FT VAM SLU II PIN UP 9.875 IN 67.50 LB/FT VAM SLU II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 9.974 IN OD 8.444 IN ID 10.00 FT LG API SCT SEAL ASSEMBLY BULLET 9.875 IN VAM SLU II BOX UP 20.00 FT EXT LG 10.188 IN SEAL OD .177 CROSS SECTION SEALS BULLET SEAL 13,500 PSI SEAL RATING 4 SEALS 11.750 IN OD 8.549 IN ID ROUND NOSE GUIDE C-110		EUGENE ISLAND 354 A-6	EA		1		5628.75				
Baker Hughes - Houma	Baker Hughes	299894585T1					NOBLE BUY OUT	EA			1		11401			
Baker Hughes - Houma	Baker Hughes	2998940455T1					NOBLE BUY OUT	EA			1		12304			
Baker Hughes - Houma	Baker Hughes	2998946395T1					NOBLE BUY OUT	EA			1		15884			
Baker Hughes - Houma	Baker Hughes	2998940235T1					NOBLE BUY OUT	EA			1		12798			
Baker Hughes - Houma	Baker Hughes	2964501615T1					NOBLE BUY OUT	EA			1		229733.1			
Baker Hughes - Houma	Baker Hughes	2999218165T1					NOBLE BUY OUT	EA			1		19604.7			
Baker Hughes - Houma	Baker Hughes	2975509975T1					NOBLE BUY OUT	EA			1		160685.1			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Baker Hughes - Houma	Baker Hughes	2964501615T1			LINER PACKER W/HOE-5 PROFILE AND HOLD DOWN 9.875 IN 67.50 LB/FT VAM SLII II BOX DOWN 13.375 IN 61.0-72.0 LB/FT CSG 11.750 IN EXT OD 10.188 IN EXT ID 20.00 FT EXT LG C-110 TYPE PBR EXT 12.000 IN OD 8.535 IN ID (MUST DRIFT 8.500) 5% SHEAR SCREWS 8.535 IN P		NOBLE BUY OUT	EA			1		229733.1			
Baker Hughes - Houma	Baker Hughes	2999218165T1			SPACER NIPPLE 9.875 IN 67.50 LB/FT VAM SLII II PIN UP 9.875 IN 67.50 LB/FT VAM SLII II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 9.974 IN OD 8.444 IN ID 10.00 FT LG API SCT		NOBLE BUY OUT	EA			1		19604.7			
Baker Hughes - Houma	Baker Hughes	2999017115T1			COLLAR 9.875 IN 67.50 LB/FT VAM SLII II BOX UP 9.875 IN 67.50 LB/FT VAM SLII II BOX DOWN C110 CR-MO TBLR 110-125 KSI 30 10.200 IN OD 8.549 IN ID 18.000 IN LG		NOBLE BUY OUT	EA			1		10052.1			
Baker Hughes - Houma	Baker Hughes	2941600255T1			LINER HANGER CONTROL SET FLEXIV HYDRAULIC ASSEMBLY NON-ROT 9.875 IN 67.50 LB/FT VAM SLII II PIN UP 9.875 IN 67.50 LB/FT VAM SLII II PIN DOWN 13.375 IN 54.5-72.0 LB/FT CSG 12.050 IN OD 8.549 IN ID 1.087-1.471 PSI SHEAR 15.00 FT LG KIT MOUNTED ON TOP C-11		NOBLE BUY OUT	EA			1		216195.3			
Baker Hughes - Houma	Baker Hughes	270090752			PUP JOINTS 9.875 IN 67.50 LB/FT VAM SLII II BOX UP 9.875 IN 67.50 LB/FT VAM SLII II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.191 IN OD 8.546 IN ID 8.00 FT LG API SCT		NOBLE BUY OUT	EA			1		17861.4			
Baker Hughes - Houma	Baker Hughes	2998949605T1			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM SLII II BOX UP 9.875 IN 65.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.191 IN OD 8.499 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		16222.5			
Baker Hughes - Houma	Baker Hughes	2998949615T1			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM SLII II BOX UP 9.875 IN 65.30 LB/FT VAM SLII II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.191 IN OD 8.499 IN ID 18.000 IN LG		NOBLE BUY OUT	EA			1		16602.3			
Baker Hughes - Houma	Baker Hughes	1017600375T1			FLOAT COLLAR SV W/ORIFICE 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN 10.360 IN OD 8.530 IN ID		NOBLE BUY OUT	EA			1		18790.2			
Baker Hughes - Houma	Baker Hughes	1017600375T1			FLOAT COLLAR SV W/ORIFICE 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN 10.360 IN OD 8.530 IN ID		NOBLE BUY OUT	EA			1		18790.2			
Baker Hughes - Houma	Baker Hughes	2998949635T1			CROSSOVER BUSHING 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 9.875 IN 67.50 LB/FT VAM SLII II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.360 IN OD 8.525 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		18188.1			
Baker Hughes - Houma	Baker Hughes	2975509975T1			SEAL ASSEMBLY BULLET 9.875 IN VAM SLII II BOX UP 20.00 FT EXT LG 10.188 IN SEAL OD .177 CROSS SECTION SEALS BULLET SEAL 13.500 PSI SEAL RATING 4 SEALS 11.750 IN OD 8.549 IN ID ROUND NOSE GUIDE C-110		NOBLE BUY OUT	EA			1		160685.1			
Baker Hughes - Houma	Baker Hughes	2998951975T1			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 65.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.962 IN OD 8.531 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		12798			
Baker Hughes - Houma	Baker Hughes	2999020205T1			COLLAR 9.875 IN 65.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 9.875 IN 62.80 LB/FT VAM TOP BOX DOWN Q125 CR-MO TBLR 125 MYS 10.962 IN OD 8.815 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		7907.4			
Baker Hughes - Houma	Baker Hughes	275210381RT			TIEBACK MILL 4.500 IN NC-50 (4-1/2 IF) BOX UP 5.000 IN XT-50 W/ACCESSORY BEVEL PIN DOWN 10.125 IN OD 3.000 IN ID 48.000 IN LG 10.188 IN EXT ID 110 KSI MYS BCS-A401 ZINC OR MANGANESE PHOSPHATE		NOBLE BUY OUT	EA			1		19207			
Baker Hughes - Houma	Baker Hughes	275210381RT			TIEBACK MILL 4.500 IN NC-50 (4-1/2 IF) BOX UP 5.000 IN XT-50 W/ACCESSORY BEVEL PIN DOWN 10.125 IN OD 3.000 IN ID 48.000 IN LG 10.188 IN EXT ID 110 KSI MYS BCS-A401 ZINC OR MANGANESE PHOSPHATE		NOBLE BUY OUT	EA			1		19207			
Baker Hughes - Houma	Baker Hughes	07885471N			9.188 IN ROUND NOSE GUIDE CR-MO STEEL 125 MYS ZINC OR MANGANESE PHOSPHATE 10.125 IN OD 8.635 IN ID 2.00 FT LG W/9.188 OD MOD STUB ACME THD F/10.188 OD SEAL ASSEMBLY		NOBLE BUY OUT	EA			1		12225			
Baker Hughes - Houma	Baker Hughes	2998941205T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.350 IN OD 6.535 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		9819			
Baker Hughes - Houma	Baker Hughes	2998953095T1			CROSSOVER BUSHING 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 4.500 IN NO WEIGHT NC50 PIN DOWN P110 GEN PURPOSE TBLR 110 MYS 7.967 IN OD 3.735 IN ID 24.000 IN LG API SCT		NOBLE BUY OUT	EA			1		8355			
Baker Hughes - Houma	Baker Hughes	2998953095T1			CROSSOVER BUSHING 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 4.500 IN NO WEIGHT NC50 PIN DOWN P110 GEN PURPOSE TBLR 110 MYS 7.967 IN OD 3.735 IN ID 24.000 IN LG API SCT		NOBLE BUY OUT	EA			1		8355			
Baker Hughes - Houma	Baker Hughes	2998940285T1			CROSSOVER BUSHING 5.000 IN 18.00 LB/FT VAM TOP HT BOX UP 5.000 IN 18.00 LB/FT TENARISHYDRIL WEDGE 513 PIN DOWN Q125 CR-MO TBLR 125 MYS 5.622 IN OD 4.194 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11671.5			
Baker Hughes - Houma	Baker Hughes	266730311			LANDING COLLAR TYPE II W/BAFFLE 5.000 IN 18.00 LB/FT TENARISHYDRIL WEDGE 513 BOX UP 5.000 IN 18.00 LB/FT TENARISHYDRIL WEDGE 513 PIN DOWN 5.055 IN OD 4.184 IN ID 3,100 PSI SHEAR 1.500 IN DIA OF BALL 110 KSI MYS		NOBLE BUY OUT	EA			1		9132			
Baker Hughes - Houma	Baker Hughes	2998953015T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.000 IN 35.00 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.361 IN OD 5.903 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11269.5			
Baker Hughes - Houma	Baker Hughes	2998953015T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.000 IN 35.00 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.361 IN OD 5.903 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11269.5			
Baker Hughes - Houma	Baker Hughes	299893328			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 LB/FT VAM SLII II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.559 IN ID 18.000 IN LG		NOBLE BUY OUT	EA			1		11593.5			
Baker Hughes - Houma	Baker Hughes	299895335			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 10.175 IN 81.00 LB/FT VAM SLII II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.963 IN OD 8.551 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11635.5			
Baker Hughes - Houma	Baker Hughes	2998940235T1			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.541 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11798.25			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Baker Hughes - Houma	Baker Hughes	299893328			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 LB/FT VAM SLU II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.559 IN ID 18.000 IN LG		NOBLE BUY OUT	EA			1		11593.5			
Baker Hughes - Houma	Baker Hughes	299895335			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 10.175 IN 81.00 LB/FT VAM SLU II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.963 IN OD 8.551 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		11635.5			
Baker Hughes - Houma	Baker Hughes	2998941205T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.350 IN OD 6.535 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		9819			
Baker Hughes - Houma	Baker Hughes	274120357			LANDING COLLAR LFC TYPE 17.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN 7.957 IN OD 6.525 IN ID (MUST DRIFT 6.500) 125 KSI MYS (API SCT)		NOBLE BUY OUT	EA			1		17821.5			
Baker Hughes - Houma	Baker Hughes	274120357			LANDING COLLAR LFC TYPE 17.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 7.750 IN 46.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN 7.957 IN OD 6.525 IN ID (MUST DRIFT 6.500) 125 KSI MYS (API SCT)		NOBLE BUY OUT	EA			1		17821.5			
Baker Hughes - Houma	Baker Hughes	2998949605T1			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM SLU II BOX UP 9.875 IN 65.10 LB/FT TENARISHYDRIL WEDGE 523 PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.191 IN OD 8.499 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA			1		16222.5			
Baker Hughes - Houma	Baker Hughes	299894963			CROSSOVER BUSHING 10.125 IN 79.29 LB/FT TENARISHYDRIL WEDGE 523 BOX UP 9.875 IN 67.50 LB/FT VAM SLU II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.360 IN OD 8.525 IN ID 18.000 IN LG API SCT		KATMAI	EA			1		12306			
Baker Hughes - Houma	Baker Hughes	10555030			10.125 IN ROUND NOSE GUIDE - CEMENT FILL CR-MO STEEL 125 MYS ZINC OR MANGANESE PHOSPHATE 10.125 IN OD 8.635 IN ID 2.00 FT LG W/9.188 OD MOD STUB		KATMAI	EA			1		4714.2			
Benoit - Houma	Benoit	20240		Inside	ACME THD F/10.188 OD SEAL ASSEMBLY			EA	A		1		0			
Benoit - Houma	Benoit	20205		Outside	4 1/2" 15.50# 13CR-110 Smart Assembly X 91'			EA	A		1		0			
Benoit - Houma	Benoit	20029		Outside	5 1/2" 23# 13CR-95 JFE Lion C.I.M. / Safety Valve Assembly X 50'			EA	A		1		0			
Benoit - Houma	Benoit	20390		Outside	5 1/2" 23# 13CR-95 JFE Lion C.I.M. / Safety Valve Assembly X 50'			EA	A		1		0			
Benoit - Houma	Benoit	9811		Inside	5 1/2" 23# 13CR-95 JFE Lion Casing Assembly X 48' (40' T&C Casing On Top, 2' Sub In Mid, 6' T&C PJ On Btm.)			EA	A		1		0			
Benoit - Houma	Benoit	9814		Inside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Lower BCSD Flo-Tool X 15'			EA	B		1		0			
Benoit - Houma	Benoit	9813		Inside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Lower Pin / Pin BCSD Flo-Tool X 15'			EA	A		1		0			
Benoit - Houma	Benoit	9815		Inside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Upper BCSD Flo-Tool X 15'			EA	A		1		0			
Benoit - Houma	Benoit	9816		Inside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Upper BCSD Flo-Tool X 15'			EA	B		1		0			
Benoit - Houma	Benoit	12186		Inside	2 3/8" 4.70# 13CR-85 BTS-8 Blast Joint X 12'			EA	A		1		0			
Benoit - Houma	Benoit	8295		Outside	2 3/8" 4.70# 13CR-85 BTS-8 Blast Joint X 20'			EA	U		5		0			
Benoit - Houma	Benoit	17693		Outside	2 7/8" 6.50# 13CR-95 BTS-8 Blast Joint X 20'			EA	A		1		0			
Benoit - Houma	Benoit	17103		Inside	2 3/8" 4.70# 13CR-110 BTS-8 Box Bull Plug X 08"			EA	A		1		0			
Benoit - Houma	Benoit	9817		Outside	4 1/2" 15.10# Hyper 13CR-110 Vam Ace Chemical Injection Mandrel Assembly X 39'			EA	U		1		0			
Benoit - Houma	Benoit	20097		Outside	5 1/2" 23# 13CR-95 JFE Lion Chemical Injection Mandrel Assembly X 25'			EA	A		1		0			
Benoit - Houma	Benoit	20391		Outside	5 1/2" 23# 13CR-95 JFE Lion Chemical Injection Mandrel X 20'			EA	A		1		0			
Benoit - Houma	Benoit	14355		Inside	2 3/8" 4.70# L-80 BTS-8 PR Lower Combo Joint X 12' (IPC TK-800)			EA	A		3		0			
Benoit - Houma	Benoit	14354		Inside	2 3/8" 4.70# L-80 BTS-8 PR Upper Combo Joint X 12' (IPC TK-800)			EA	A		3		0			
Benoit - Houma	Benoit	10683		Inside	2 7/8" 6.50# L-80 BTS-8 PR Lower Combo-Joint X 12' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	10682		Inside	2 7/8" 6.50# L-80 BTS-8 PR Upper Combo-Joint X 12' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	9759		Inside	2 3/8" L-80 EUE 8rd Mod Tubing Coupling (IPC TK-7)			EA	B		2		0			
Benoit - Houma	Benoit	9746		Inside	2 3/8" L-80 EUE 8rd Mod Tubing Coupling (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	14356		Inside	2 3/8" 4.70# L-80 BTS-8 PR Box / 2 7/8" 6.50# BTS-8 Pin Crossover Sub X 12" (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	18964		Inside	3 1/2" 9.30# L-80 BTS-8 Pin / 3 1/2" 9.30# UEU 8rd Pin X-Over Sub X 14" (IPC TK-70)			EA	A		2		0			
Benoit - Houma	Benoit	14348		Inside	2 3/8" 4.70# L-80 BTS-8 Pin / Pin Pup Joint X 06' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14349		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 02' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14350		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 04' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14351		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 06' (IPC TK-800)			EA	A		2		0			
Benoit - Houma	Benoit	14352		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14481		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-800)			EA	B		1		0			
Benoit - Houma	Benoit	14353		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 10' (IPC TK-800)			EA	A		1		0			
Benoit - Houma	Benoit	14482		Inside	2 3/8" 4.70# L-80 BTS-8 PR Pup Joint X 10' (IPC TK-800)			EA	B		1		0			
Benoit - Houma	Benoit	17599		Inside	2 3/8" 4.70# L-80 EUE 8rd Pin / Pin Pup Joint X 04' (IPC TK-800)			EA	B		1		0			
Benoit - Houma	Benoit	14418		Inside	2 3/8" 4.70# L-80 EUE 8rd Mod T&C Pup Joint X 02' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	14419		Inside	2 3/8" 4.70# L-80 EUE 8rd Mod T&C Pup Joint X 04' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	13200		Inside	2 3/8" 4.70# L-80 EUE 8rd Mod T&C Pup Joint X 06' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	14420		Inside	2 3/8" 4.70# L-80 EUE 8rd Mod T&C Pup Joint X 10' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	11864		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 02' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	6758		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 04' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	5988		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 04' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	12038		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	6343		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	7598		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	6345		Inside	2 7/8" 6.50# L-80 BTS-8 PR Pup Joint X 10' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	8827		Inside	3 1/2" 9.30# L-80 BTS-8 Pin / Pin Pup Joint X 06' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	4721		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 02' (IPC TK-7)			EA	A		2		0			
Benoit - Houma	Benoit	4746		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 04' (IPC TK-7)			EA	B		1		0			
Benoit - Houma	Benoit	4747		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 06' (IPC TK-7)			EA	B		2		0			
Benoit - Houma	Benoit	8828		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 08' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	4748		Inside	3 1/2" 9.30# L-80 BTS-8 PR Pup Joint X 10' (IPC TK-7)			EA	A		1		0			
Benoit - Houma	Benoit	18968		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 02' (IPC TK-70)			EA	B		1		0			
Benoit - Houma	Benoit	18967		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 02' (IPC TK-70)			EA	B		1		0			
Benoit - Houma	Benoit	18961		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 04' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	18969		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 04' (IPC TK-70)			EA	B		1		0			
Benoit - Houma	Benoit	18965		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 06' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	18962		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 06' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	18963		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 10' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	18966		Inside	3 1/2" 9.30# L-80 EUE 8rd Mod. T&C Pup Joint X 10' (IPC TK-70)			EA	A		1		0			
Benoit - Houma	Benoit	13190		Inside	2 7/8" 6.40# 13CR-95 Fox-K Box / Pin Lower Combo-Joint X 12'			EA	A		1		0			



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Benoit - Houma	Benoit	13189		Inside	2 7/8" 6.40# 13CR-95 Fox-K Cplg. Box / Box Upper Combo-Joint X 12"			EA	A		1			0		
Benoit - Houma	Benoit	16446		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Lower Combo-Joint X 12"			EA	A		1			0		
Benoit - Houma	Benoit	19847		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Upper Combo Joint X 12"			EA	A		1			0		
Benoit - Houma	Benoit	15402		Inside	2 7/8" 7.70# 13CR-95 Vam Ace Lower Combo Joint Assembly X 12"			EA	U		1			0		
Benoit - Houma	Benoit	15392		Inside	2 7/8" 7.70# 13CR-95 Vam Ace Upper Combo Joint Assembly X 12"			EA	U		1			0		
Benoit - Houma	Benoit	7338		Inside	3 1/2" 9.30# Hyper 13CR-110 BTS-8 Lower Combo-Joint X 12"			EA	B		3			0		
Benoit - Houma	Benoit	7226		Inside	3 1/2" 9.30# Hyper 13CR-110 BTS-8 Upper Combo-Joint X 12"			EA	B		3			0		
Benoit - Houma	Benoit	20355		Inside	4 1/2" 18.90# 13CR-110 HYP 2 JFE Lion Pin / 4 1/2" 17# Vam Top Pin X-Over Pup Joint X 10'			EA	A		4			0		
Benoit - Houma	Benoit	20064		Inside	5 1/2" 223# 13CR-95 JFE Lion Pin / Vam Ace Pin X-Over Pup Joint X 5'			EA	A		1			0		
Benoit - Houma	Benoit	16324		Inside	2 3/8" 4.43# 13CR-85 Echo F-4 Box / 2 3/8" 4.70# BTS-8 S/C Pin Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	16323		Inside	2 3/8" 4.60# 13CR-85 NU 10rd (special OD) Box / 2 3/8" 4.43# Echo F-4 Pin Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	19681		Inside	2 3/8" 4.70# 13CR-110 BTS-8 Box / 2 3/8" 4.70# NU 10rd Pin X-Over Locator Sub X 18" (w/ 3.150" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	7925		Inside	2 7/8" 7.90# 13CR-95 BTS-6 Box / 2 3/8" 4.70# BTS-8 Pin X-Over Sub			EA	A		1			0		
Benoit - Houma	Benoit	15565		Inside	2 7/8" 6.16# Hyper 13CR-110 STL Box / 2 7/8" 7.66# HDL Pin X-over Subs X 12"			EA	A		2			0		
Benoit - Houma	Benoit	14955		Inside	2 7/8" 6.40# 13CR-85 Fox-K Box / 2 7/8" 6.50# BTS-8 Pin X-Over Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	2917		Inside	2 7/8" 6.40# L-80 NU 10rd Pin X 2 3/8" EUE Box X-over Sub			EA	A		1			0		
Benoit - Houma	Benoit	2918		Inside	2 7/8" 6.40# L-80 NU 10rd Pin X 2 3/8" EUE Box X-over Sub			EA	A		1			0		
Benoit - Houma	Benoit	19026		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Box / 2 3/8" 4.70# BTS-8 Pin X-Over Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	11933		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Pin / 2 3/8" 4.70# BTS-8 Box Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	17346		Inside	2 7/8" 6.50# P-110 BTS-8 Box / 4 1/2" NU Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	19682		Inside	2 7/8" 6.50# P-110 NU 10rd Box / 2 3/8" 4.70# BTS-8 Pin X-Over Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	15564		Inside	2 7/8" 7.66# 13CR-110 HDL Box / 2 7/8" 6.16# STL Pin X-over Sub X 12"			EA	A		2			0		
Benoit - Houma	Benoit	2915		Inside	2 7/8" L-80 NU 10rd Box X 2 3/8" NU 10rd Box X-over Sub			EA	A		1			0		
Benoit - Houma	Benoit	2916		Inside	2 7/8" L-80 NU 10rd Box X 2 3/8" NU 10rd Box X-over Sub			EA	A		1			0		
Benoit - Houma	Benoit	17689		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Box / 3 1/2" 9.30# EUE 8rd Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	14440		Inside	3 1/2" 12.95# 13CR-95 BTS-6 Box / 3 1/2" 9.30# BTS-8 Pin X-Over Sub X 14"			EA	B		1			0		
Benoit - Houma	Benoit	16481		Inside	3 1/2" 12.95# 13CR-95 BTS-6 Box / 3 1/2" 10.20# JFE Bear Pin X-Over Sub X 2" (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	15942		Inside	3 1/2" 9.20# 13CR-85 JFE Bear Box / 3 1/2" 9.30# BTS-8 Pin Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	11711		Inside	3 1/2" 9.20# 13CR-85 Vam Ace Box / 2 7/8" 6.50# BTS-8 Pin Crossover Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	17690		Inside	3 1/2" 9.30# 13CR-95 EUE 8rd Box / 2 7/8" 6.50# BTS-8 Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	11073		Inside	3 1/2" 9.30# Hyper 13CR110 BTS-8 Box / 2 7/8" 6.50# BTS-8 Box Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	17344		Inside	4 1/2" 15.10# 13CR-110 SLHT Box / 5 1/2" 23# SHLT Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	19683		Inside	4" 11.60# 13CR-85 NU 8rd Box / 2 3/8" 4.70# BTS-8 Pin X-Over Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	17345		Inside	5 1/2" 23# 13CR-110 SLHT Box / 4 1/2" 15.10# SLHT Pin Crossover Sub X 14"			EA	A		1			0		
Benoit - Houma	Benoit	20231		Inside	5 1/2" 29.70# 13CR-95 JFE Lion Box / 5 1/2" 23# JFE Lion Pin X-Over Sub X 36"			EA	A		1			0		
Benoit - Houma	Benoit	14201		Outside	2 3/8" 4.70# L-80 BTS-8 Gas Lift Mandrel Assembly X 18" (6" P/I's top & btm) (superior gbk mandrels)			EA	U		3			0		
Benoit - Houma	Benoit	12345		Outside	2 7/8" 6.50# 13CR85 BTS-8 Gas Lift Mandrel Assembly X 19" (6" Pup Joint Top & Bottom)(Superior mandrels)			EA	B		1			0		
Benoit - Houma	Benoit	20098		Outside	5 1/2" 23# 13CR-95 JFE Lion Gauge Mandrel Assembly X 15" (2- 4" Pup Joints On Btm)			EA	A		1			0		
Benoit - Houma	Benoit	14357		Inside	2 3/8" 4.70# 9CR-80 BTS-8 PR BCS Nipple (1.875" P.B.)			EA	A		1			0		
Benoit - Houma	Benoit	2920		Inside	2 3/8" 4.70# 9CR-80 BTS-8 SWN Nipple			EA	A		1			0		
Benoit - Houma	Benoit	2919		Inside	2 3/8" 4.70# 9CR-80 BTS-8 SWS Nipple			EA	A		1			0		
Benoit - Houma	Benoit	14960		Inside	2 7/8" 6.16# 13CR-85 Echo F-4 BCS Nipple (2.313" P.B.)			EA	A		1			0		
Benoit - Houma	Benoit	13615		Inside	2 7/8" 6.40# 13CR-85 Fox-K Coupling Box / Pin BCS Nipple (2.313"PB)			EA	B		2			0		
Benoit - Houma	Benoit	16272		Inside	2 7/8" 6.50# 9CR-80 BCSN EUE 8RD Pin / Pin Nipple (2.313" P.B. / 2.205" No-Go)			EA	B		1			0		
Benoit - Houma	Benoit	17816		Inside	2 7/8" 6.50# 9CR-80 EUE 8rd Pin / Pin BCS Landing Nipple (2.313" P.B.)			EA	B		1			0		
Benoit - Houma	Benoit	15777		Inside	3 1/2" 10.20# 718 Inconel Vam Top Pin / Pin BCS Nipple (2.150" P.B.)			EA	B		1			0		
Benoit - Houma	Benoit	19841		Outside	2 3/8" 4.70# L-80 BTS-8 BCN Nipple Assembly X 31" (1.875" P.B.) ( Plug In Place) ( 12" UCJ on Top + 12" LCJ + 6" Perforated PJ On Btm.)			EA	A		1			0		
Benoit - Houma	Benoit	13966		Inside	2 3/8" 4.70# L-80 BTS-8 BCSN Nipple Assembly X 13" w/ WLEG (1.875" P.B. / 1.791" No-Go) (6" P/I) Top / Bottom)			EA	B		1			0		
Benoit - Houma	Benoit	13591		Inside	2 3/8" 4.70# L-80 EUE 8rd Nipple Assembly X 13" w/ WLEG (1.875" P.B.) (9CR-80 Nipple)			EA	B		1			0		
Benoit - Houma	Benoit	19835		Outside	2 7/8" 6.50 13CR-85 BTS-8 BCS Nipple Assembly X 25' (12" C/I) Top & Btm.)			EA	A		2			0		
Benoit - Houma	Benoit	13192		Outside	2 7/8" 6.40# 13CR-95 Fox-K BCS Nipple Assembly X 25' (2.313" P.B.)(fox / bts-8 c/I's top & bottom)			EA	B		1			0		
Benoit - Houma	Benoit	13061		Outside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 BCS Nipple Assembly X 29' (14" C/I's top & bottom)			EA	B		1			0		
Benoit - Houma	Benoit	14789		Outside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 BCS Nipple Assembly X 25' (2.313" P.B.) W/ 12" c/I's top & btm.			EA	B		1			0		
Benoit - Houma	Benoit	19844		Inside	2 7/8" 6.50# L-80 BTS-8 BCN Nipple Assembly X 14" (2.313" P.B.) (6" PJ Top & Btm./ 12" Mule Shoe on Btm.)			EA	A		1			0		
Benoit - Houma	Benoit	15476		Outside	2 7/8" 7.70# 13CR-85 Vam Ace Nipple Assembly X 25' (2.188" P.B. PetroQuip nipple) 6" P/I's & 6" F/C torqued together top & btm.			EA	U		2			0		
Benoit - Houma	Benoit	13467		Outside	2 7/8" 7.90# Hyper 13CR-110 BTS-6 BC-R Nipple Assembly X 25' (2.188 PB) (w/ 12" C/I) Top & Btm.)			EA	A		1			0		
Benoit - Houma	Benoit	20031		Outside	4 1/2" 15.20# 13CR-110 JFE Lion HES RPT Nipple Assembly X 30' (3.125" P.B.)			EA	A		1			0		
Benoit - Houma	Benoit	15336		Inside	3 1/2" 12.95# Hyper 13CR-110 BTS-6 Perforated Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	14460		Inside	3 1/2" 9.30# 13CR-95 BTS-8 Pup Joint X 06' (1/2" Holes, 6" Centers, 90 Degree Phase)			EA	A		1			0		
Benoit - Houma	Benoit	10234		Inside	PRR Plug (2.313" PB)			EA	B		1			0		
Benoit - Houma	Benoit	2910		Inside	2 3/8" 4.70# 13CR-85 BTS-8 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	19760		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	11156		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	11157		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	11158		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	16321		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	16322		Inside	2 3/8" 4.43# 13CR85 Echo F4 Pup Joint X 10'			EA	A		1			0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Benoit - Houma	Benoit	13508		Inside	2 3/8" 4.60# 13CR-85 STL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	13509		Inside	2 3/8" 4.60# 13CR-85 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	16097		Inside	2 3/8" 4.60# 13CR-95 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	14708		Inside	2 3/8" 4.60# Hyper 13CR-110 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	14709		Inside	2 3/8" 4.60# Hyper 13CR-110 STL Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	12200		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	12127		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	12562		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	12128		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	12129		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	12130		Inside	2 3/8" 4.60# P-110 STL Pup Joint X 10'			EA	A		2			0		
Benoit - Houma	Benoit	17437		Inside	2 3/8" 4.70# 13CR-95 BTS-8 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	16161		Inside	2 3/8" 4.70# 13CR-95 BTS-8 Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	12126		Inside	2 3/8" 4.70# L-80 BTS-8 Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	19940		Inside	2 3/8" 4.70# P-110 BTS-8 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	18481		Inside	2 7/8" 6.50# P-110 BTS-8 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	14959		Inside	2 7/8" 6.16# 13CR-85 Echo F-4 Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	13159		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	13160		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	13161		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	13162		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	13163		Inside	2 7/8" 6.16# 13CR-95 Echo F-4 Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	12063		Inside	2 7/8" 6.40# 13CR-95 Fox-K T&C Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	12088		Inside	2 7/8" 6.40# 13CR-85 Fox-K T&C Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	13150		Inside	2 7/8" 6.40# 13CR-95 Fox-K Pin / Pin Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	13151		Inside	2 7/8" 6.40# 13CR-95 Fox-K T&C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	13152		Inside	2 7/8" 6.40# 13CR-95 Fox-K T&C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	13154		Inside	2 7/8" 6.40# 13CR-95 Fox-K T&C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	13155		Inside	2 7/8" 6.40# 13CR-95 Fox-K T&C Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	20273		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 02'			EA	A		3			0		
Benoit - Houma	Benoit	20269		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	20264		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 02'			EA	A		2			0		
Benoit - Houma	Benoit	20265		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 04'			EA	A		6			0		
Benoit - Houma	Benoit	20270		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20274		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20271		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 06'			EA	A		3			0		
Benoit - Houma	Benoit	20275		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 06'			EA	A		4			0		
Benoit - Houma	Benoit	20266		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 06'			EA	A		4			0		
Benoit - Houma	Benoit	20276		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	20267		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	20272		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 10'			EA	A		2			0		
Benoit - Houma	Benoit	20277		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam F/L Pup Joint X 10'			EA	A		4			0		
Benoit - Houma	Benoit	15022		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	17988		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	17716		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 02'			EA	B		2			0		
Benoit - Houma	Benoit	17976		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	17717		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	17686		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	6199		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	7351		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20279		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	20268		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	19842		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	19843		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	17265		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	17821		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	6323		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	9239		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 12'			EA	B		2			0		
Benoit - Houma	Benoit	16710		Inside	2 7/8" 6.50# L-80 BTS-8 Pup Joint X 15'			EA	B		1			0		
Benoit - Houma	Benoit	18482		Inside	2 7/8" 6.50# P-110 BTS-8 Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	18483		Inside	2 7/8" 6.50# P-110 BTS-8 Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	16627		Inside	2 7/8" 7.66# 13CR-110 AB-HDL Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	16628		Inside	2 7/8" 7.66# 13CR-110 AB-HDL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	13273		Inside	2 7/8" 7.66# Hyper 13CR-95 Echo F-4 Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	13849		Inside	2 7/8" 7.66# Hyper 13CR-110 Echo F-4 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	16461		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	15557		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	15558		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 06'			EA	A		4			0		
Benoit - Houma	Benoit	15559		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	15561		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	15560		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	15164		Inside	2 7/8" 7.66# Hyper 13CR-110 HDL Pup Joint X 2' 6"			EA	A		2			0		
Benoit - Houma	Benoit	15338		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	15339		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	15340		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 06'			EA	A		2			0		
Benoit - Houma	Benoit	15341		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	15342		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	15343		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	13872		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	15337		Inside	2 7/8" 7.66# Hyper 13CR-110 STL Pup Joint X 2' 6"			EA	A		2			0		
Benoit - Houma	Benoit	13396		Inside	2 7/8" 7.70# 13CR-95 Fox-K T&C Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	15404		Inside	2 7/8" 7.70# 13CR-95 Vam Ace Pin / Pin Pup Joint X 06'			EA	U		12			0		
Benoit - Houma	Benoit	15403		Inside	2 7/8" 7.70# 13CR-95 Vam Ace T&C Pup Joint X 06'			EA	U		12			0		
Benoit - Houma	Benoit	11343		Inside	2 7/8" 7.90# Hyper 13CR-110 BTS-6 Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	2923		Inside	2 7/8" 7.90# L-80 BTS-6 Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	2911		Inside	2 7/8" 7.90# L-80 BTS-6 Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	16474		Inside	3 1/2" 10.20# 13CR-95 JFE Bear Pin / Pin Pup Joint X 04' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	16475		Inside	3 1/2" 10.20# 13CR-95 JFE Bear Pin / Pin Pup Joint X 06' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	16476		Inside	3 1/2" 10.20# 13CR-95 JFE Bear T&C Pup Joint X 02' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	16477		Inside	3 1/2" 10.20# 13CR-95 JFE Bear T&C Pup Joint X 08' (Not supplied by Benoit)			EA	U		1			0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Benoit - Houma	Benoit	16479		Inside	3 1/2" 10.20# 13CR-95 JFE Bear T&C Pup Joint X 10' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	15880		Inside	3 1/2" 10.20# G3-125 Vam Top T&C Pup Joint X 02'			EA	U		1			0		
Benoit - Houma	Benoit	15881		Inside	3 1/2" 10.20# G3-125 Vam Top T&C Pup Joint X 06'			EA	U		1			0		
Benoit - Houma	Benoit	15882		Inside	3 1/2" 10.20# G3-125 Vam Top T&C Pup Joint X 08'			EA	U		1			0		
Benoit - Houma	Benoit	15883		Inside	3 1/2" 10.20# G3-125 Vam Top T&C Pup Joint X 10'			EA	U		1			0		
Benoit - Houma	Benoit	6195		Inside	3 1/2" 12.95# 13CR-95 BTS-6 Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	16480		Inside	3 1/2" 12.95# 13CR-95 RTS-6 Pin / Pin Pup Joint X 06' (Not supplied by Benoit)			EA	U		1			0		
Benoit - Houma	Benoit	11742		Inside	3 1/2" 12.95# Hyper 13CR-110 BTS-6 Pup Joint X 05'			EA	A		1			0		
Benoit - Houma	Benoit	12377		Inside	3 1/2" 9.20# 13CR-85 JFE-Bear Pin / Pin Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	15023		Inside	3 1/2" 9.30# 13CR-85 BTS-8 Pup Joint X 10'			EA	B		1			0		
Benoit - Houma	Benoit	7345		Inside	3 1/2" 9.30# Hyper 13CR-110 BTS-8 Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	11072		Inside	3 1/2" 9.30# Hyper 13CR110 BTS-8 Pin / Pin Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20084		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion Pin / Pin Pup Joint X 04'			EA	A		4			0		
Benoit - Houma	Benoit	20085		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion Pin / Pin Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	20093		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	20094		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	20095		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	20096		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 10'			EA	B		2			0		
Benoit - Houma	Benoit	20092		Inside	4 1/2" 15.20# 13CR-110 HYP 1 JFE Lion T&C Pup Joint X 2' 6"			EA	B		1			0		
Benoit - Houma	Benoit	20062		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion Pin/Pin Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	20019		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	20200		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20020		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	20021		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 06'			EA	A		2			0		
Benoit - Houma	Benoit	20022		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	20023		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 10'			EA	A		1			0		
Benoit - Houma	Benoit	20199		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion T&C Pup Joint X 2'6"			EA	A		2			0		
Benoit - Houma	Benoit	20228		Inside	5 1/2" 23# 13CR-95 JFE Lion Pin / Pin Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	20229		Inside	5 1/2" 23# 13CR-95 JFE Lion Pin / Pin Pup Joint X 04'			EA	A		2			0		
Benoit - Houma	Benoit	20230		Inside	5 1/2" 23# 13CR-95 JFE Lion Pin / Pin Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	20087		Inside	5 1/2" 23# 13CR-95 JFE Lion Pin / Pin Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	20024		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	20202		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 04'			EA	A		2			0		
Benoit - Houma	Benoit	20089		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	20203		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	20090		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 06'			EA	B		1			0		
Benoit - Houma	Benoit	20027		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	20204		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 08'			EA	A		2			0		
Benoit - Houma	Benoit	20091		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	20028		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 10'			EA	A		2			0		
Benoit - Houma	Benoit	20088		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 2' 6"			EA	B		1			0		
Benoit - Houma	Benoit	20201		Inside	5 1/2" 23# 13CR-95 JFE Lion T&C Pup Joint X 2'6"			EA	A		2			0		
Benoit - Houma	Benoit	3149		Inside	2 7/8" 7.90# L-80 BTS-6 Box / W/LEG			EA	A		1			0		
Benoit - Houma	Benoit	13354		Inside	2 7/8" 6.50# 9CR-80 BTS-8 S/C S&C Combo Nipple (2.188" P.B.)			EA	A		1			0		
Benoit - Houma	Benoit	12009		Inside	2 3/8" 4.70# 13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	16560		Inside	2 3/8" 4.70# 13CR-85 BTS-8 S/C Pup Joint X 08'			EA	B		1			0		
Benoit - Houma	Benoit	6741		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	19730		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	7347		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	15024		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 06'			EA	A		3			0		
Benoit - Houma	Benoit	15001		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 14'			EA	B		1			0		
Benoit - Houma	Benoit	17714		Inside	2 7/8" 6.50# 13CR-95 BTS-8 S/C Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	15556		Inside	2 7/8" 6.50# 13CR-95 BTS-8 S/C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	18683		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 S/C Pup Joint X 02'			EA	A		2			0		
Benoit - Houma	Benoit	18684		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 S/C Pup Joint X 04'			EA	A		2			0		
Benoit - Houma	Benoit	18685		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 S/C Pup Joint X 06'			EA	A		1			0		
Benoit - Houma	Benoit	18686		Inside	2 7/8" 6.50# Hyper 13CR-110 BTS-8 S/C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	6441		Inside	2 7/8" 6.50# L-80 BTS-8 S/C Pup Joint X 02'			EA	B		1			0		
Benoit - Houma	Benoit	7315		Inside	2 7/8" 6.50# L-80 BTS-8 S/C Pup Joint X 04'			EA	B		1			0		
Benoit - Houma	Benoit	7316		Inside	2 7/8" 6.50# L-80 BTS-8 S/C Pup Joint X 06'			EA	A		4			0		
Benoit - Houma	Benoit	12259		Inside	2 7/8" 6.50# P-110 BTS-8 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	12260		Inside	2 7/8" 6.50# P-110 BTS-8 S/C Pup Joint X 08'			EA	A		1			0		
Benoit - Houma	Benoit	14674		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	10795		Inside	2 7/8" 7.90# 13CR-95 BTS-6 S/C Pup Joint X 02'			EA	A		1			0		
Benoit - Houma	Benoit	10860		Inside	2 7/8" 7.90# 13CR-95 BTS-6 S/C Pup Joint X 04'			EA	A		1			0		
Benoit - Houma	Benoit	10756		Inside	3 1/2" 9.30# 13CR-85 BTS-8 S/C Pup Joint X 04'			EA	A		2			0		
Benoit - Houma	Benoit	13791		Outside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Tubing X 31'			EA	A		2			0		
Benoit - Houma	Benoit	18663		Outside	2 7/8" 6.50# L-80 BTS-8 S/C Production Tubing X 31'			EA	B		2			0		
Benoit - Houma	Benoit	19489		Inside	2 7/8" 6.50# L-80 BTS-8 S/C Production Tubing X 31'			EA	B		1			0		
Benoit - Houma	Benoit	16632		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Box / Pin Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	8047		Inside	2 7/8" 6.50# 13CR-85 BTS-8 S/C Box / Pin Tubing Sub X 12"			EA	A		2			0		
Benoit - Houma	Benoit	12258		Inside	2 7/8" 6.50# P-110 BTS-8 S/C Box / Pin Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	16870		Inside	2.313" Flo-Thru Selective, Two-way Shifting Tool, w/perforated Top Sub and full flow btm. Sub			EA			1			0		
Benoit - Houma	Benoit	18255		Inside	3 1/2" 9.30# 13CR-110 BTS-8 Standard Sliding Sleeve (3.950" O.D. X 2.813" P.B.)			EA	B		1			0		
Benoit - Houma	Benoit	16433		Inside	2.770" O.D. BSSD BTS-8 Selective w/ 4" P/I on Top			EA	B		1			0		
Benoit - Houma	Benoit	19837		Inside	Spool of Control Line			EA	A		1			0		
Benoit - Houma	Benoit	16120		Inside	2 3/8" 4.70# BTS-8 PVC Drift X 01' (1.901" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	8765		Inside	2 3/8" 4.70# BTS-8 PVC Drift X 01' (1.901" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	10720		Inside	3 1/2" 12.95# BTS-6 Teflon Drift (2.625" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	8697		Inside	3 1/2" 9.30# BTS-8 PVC Drift (2.867" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	8650		Inside	3 1/2" 9.30# BTS-8 PVC Drift X 01' (2.867" O.D.)			EA	A		1			0		
Benoit - Houma	Benoit	20280		Inside	5 1/2" 23# P-110 JFE Lion Test Cap w/ 9/16" HP Autoclave (Soft Seal O-Ring )			EA	B		1			0		
Benoit - Houma	Benoit	20281		Inside	5 1/2" 23# P-110 JFE Lion Test Plug w/ 9/16" HP Autoclave (Soft Seal O-Ring )			EA	B		1			0		
Benoit - Houma	Benoit	9314		Outside	2 3/8" 4.60# 13CR-85 STL Tubing 31'			EA	U		2			0		
Benoit - Houma	Benoit	15397		Outside	2 3/8" 4.60# 13CR-95 STL Production Tubing X 31'			EA	A		1			0		
Benoit - Houma	Benoit	15131		Outside	2 3/8" 4.70# 13CR-95 BTS-8 Production Tubing X 31'			EA	B		1			0		
Benoit - Houma	Benoit	20278		Inside	2 7/8" 6.40# Hyper 13CR-110 Vam Fil Production Tubing X 30'			EA	A		16			0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Benoit - Houma	Benoit	20263		Outside	2 7/8" 6.40# Hyper 13CR-110 Vam FJL Tubing X 30'			EA	A		10			0		
Benoit - Houma	Benoit	18894		Outside	2 7/8" 6.50# 13CR-85 BTS-8 Production Tubing X 31'			EA	B		3			0		
Benoit - Houma	Benoit	13112		Outside	2 7/8" 6.50# 13CR-95 BTS-8 Production Tubing X 31'			EA	B		1			0		
Benoit - Houma	Benoit	15555		Outside	2 7/8" 7.66# Hyper 13CR-110 HDL Production Tubing X 31'			EA	A		8			0		
Benoit - Houma	Benoit	16462		Outside	2 7/8" 7.66# Hyper 13CR-110 HDL Tubing X 31'			EA	B		5			0		
Benoit - Houma	Benoit	15399		Outside	2 7/8" 7.66# Hyper 13CR-110 STL Production Tubing X 31'			EA	A		1			0		
Benoit - Houma	Benoit	13871		Outside	2 7/8" 7.66# Hyper 13CR-110 STL Production Tubing X 31'			EA	U		2			0		
Benoit - Houma	Benoit	20512		Outside	3 1/2" 9.30# 13CR-110 BTS-8 Tubing X 31'			EA	A		1			0		
Benoit - Houma	Benoit	16478		Inside	3 1/2" 10.20# 13CR-95 JFE Bear Couplings (Not supplied by Benoit)			EA	U		2			0		
Benoit - Houma	Benoit	15884		Inside	3 1/2" 10.20# G3-125 Vam Top Coupling			EA	U		3			0		
Benoit - Houma	Benoit	20083		Inside	4 1/2" 15.20# 13CR-110 HVP 1 JFE Lion Coupling			EA	A		4			0		
Benoit - Houma	Benoit	20061		Inside	4 1/2" 15.20# 13CR-110 HVP 1 JFE Lion Tubing Coupling			EA	A		1			0		
Benoit - Houma	Benoit	20082		Inside	4 1/2" 15.20# 13CR-110 HVP 2 JFE Lion Coupling			EA	A		1			0		
Benoit - Houma	Benoit	19993		Inside	4 1/2" 15.20# Hyper 13CR-110 JFE Lion Coupling			EA	A		2			0		
Benoit - Houma	Benoit	20063		Inside	5 1/2" 23# 13CR-95 JFE Lion Tubing Coupling			EA	A		5			0		
Benoit - Houma	Benoit	20086		Inside	5 1/2" 23-# 13CR-95 JFE Lion Coupling			EA	A		2			0		
Benoit - Houma	Benoit	11155		Inside	2 3/8" 4.43# 13CR85 Echo F4 Box / Pin Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	15984		Inside	2 3/8" 4.70# 13CR-85 BTS-8 Box / Pin Tubing Sub X 06"			EA	A		3			0		
Benoit - Houma	Benoit	15986		Inside	2 3/8" 4.70# 13CR-85 BTS-8 Box / Pin Tubing Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	11316		Inside	2 3/8" 4.70# 13CR-85 BTS-8 Box / Pin Tubing Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	14688		Inside	2 3/8" 4.70# 13CR-95 BTS-8 Box / Pin Sub X 06"			EA	A		1			0		
Benoit - Houma	Benoit	12125		Inside	2 3/8" 4.70# L-80 BTS-8 Box / Pin Sub X 12"			EA	A		2			0		
Benoit - Houma	Benoit	9172		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Box / Pin Sub X 06"			EA	A		1			0		
Benoit - Houma	Benoit	8514		Inside	2 7/8" 6.50# 13CR-85 BTS-8 Pin / Pin Tubing Sub X 12"			EA	B		1			0		
Benoit - Houma	Benoit	10707		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Box / Pin Sub X 06"			EA	A		3			0		
Benoit - Houma	Benoit	10116		Inside	2 7/8" 6.50# 13CR-95 BTS-8 Box / Pin Sub X 12"			EA	A		3			0		
Benoit - Houma	Benoit	12255		Inside	2 7/8" 6.50# L-80 BTS-8 Box / Pin Tubing Sub X 12"			EA	A		1			0		
Benoit - Houma	Benoit	16162		Inside	2 7/8" 7.90# 13CR-95 BTS-6 Box / W/LEG			EA	A		1			0		
Benoit - Houma	Benoit			Inside	2 3/8" 4.70# Hyper 13CR110 BTS-8 Pin / 2 7/8" 6.50# 13CR85 BTS-8 Box Crossover Assembly X 13' (6' P/L Top & Bottom)			EA	U		1			0		
Benoit - Houma	Benoit	20030		Outside	5 1/2" 23# 13CR-95 JFE Lion Box / 4 1/2" 15.20# JFE Lion Pin X-Over Assembly X 12' (10' Pup On Btm.)			EA	A		1			0		
Benoit - Houma	Benoit	13191		Inside	2 7/8" 6.40# 13CR-95 Fox-X Cplg. Box / 2 7/8" 6.50# BTS-8 Pin Upper X-Over Combo-Joint X12'			EA	A		1			0		
Benoit - Houma	Benoit	15259		Inside	3 1/2" 12.70# Hyper 13CR-110 Vam Top Box / 3 1/2" 12.95# BTS-6 Pin Lower X-Over BCSD Flo-Tool X 14' (8' prof BTS-6 PIN)damage Box and tong marks			EA	B		1			0		
Benoit - Houma	Benoit	15258		Inside	3 1/2" 12.95# Hyper 13CR-110 BTS-6 Box / 3 1/2" 12.70# Vam Top Box Upper X-Over BCSD Flo-Tool X 14' (8' prof BTS-6 Box)			EA	B		1			0		
Core - Mobile	Core Labs	0440486		Core Base Yard (Mobile, AL)	STFL w/ multiquick connect removable stab plate M1 14 position 10 way 5x.05 female nup couplers, 5x.5 female PRVC couplers			EA	A		1			0		
Core - Mobile	Core Labs	#R1301		Core Base Yard (Mobile, AL)	35' Reel Dynamic Flexible flowline - 5,600 ft.			EA	A		1			0		
Drilquip - Houston	Drilquip	2-401845-02	00139733-11	ELD Rack: A83	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE		VIETNAM	EA			1			0		
Drilquip - Houston	Drilquip	2-405573-03	00222625-01	ELD Rack: NYD CC-6	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN. PROFILE MIN. I.D.18.375". 22.030" MAX O.D. STD. SERVICE. XXXX * 22" X 16" SUPPLEMENTAL ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 22" X 1.000" X-80, 60 FT JOINT WITH 5-90M/MT BOX X PIN CONNECTORS FROM FRANKS CASING * 22" X 16" SUPPLEMENTAL ADAPTER: P/N 2-405573-03, CP10946-20, ITEM 27		MC 698 #1	EA		1			0			
Drilquip - Houston	Drilquip	2-404635-03	00242025-01	ELD Rack: NYD YR #4	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER. 16" 97 LB/FT, HYDRIL 511 PIN DOWN. PREP. FOR WEIGHT SET SEAL ASSEMBLY, 6,500 PSI RATED. MIN. I.D. 14.549". MAT'L CLASS: AA, PSL-3. XXXX * 16" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 16" 96 LB/FT Q-125 HYDRIL 511 BOX X PIN, 20 FT. LONG * 16" CASING HANGER: CP11153-01, P/N 2-404635-03, ITEM 18			EA		1			0			
Drilquip - Houston	Drilquip	2-411873-08	00253012-01	ELD Rack: A85	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, WITH EXTERNAL LOCK RING, H2S SERVICE, NOBLE Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-405573-03	00243387-01	ELD Rack: NYD CC-6	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN. PROFILE MIN. I.D.18.375". 22.030" MAX O.D. STD. SERVICE. XXXX * 22" X 16" SUPPLEMENTAL ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 22" O.D. X 1.250" WALL, API 5L GRADE X-80, DSAW, 41 FT LONG, WITH H-90M/MT BOX X PIN * 22" X 16" SUPPLEMENTAL ADAPTER: P/N 2-405573-03, CP11364-10, ITEM 55			EA		1			0			
Drilquip - Houston	Drilquip	2-403134-02	00242026-01	ELD Rack: A85	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, H2S SERVICE			EA			1			0		
Drilquip - Houston	Drilquip	2-404635-03	00190946-01	ELD Rack: F219	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER. 16" 97 LB/FT, HYDRIL 511 PIN DOWN. PREP. FOR WEIGHT SET SEAL ASSEMBLY, 6,500 PSI RATED. MIN. I.D. 14.549". MAT'L CLASS: AA, PSL-3.		KITB 5	EA			1			0		
Drilquip - Houston	Drilquip	2-305269-02	00200701-01	HEMP Rack: LINER R36C	SHIPPING CENTRALIZER, 13-5/8" CASING AND 6-5/8" DRILL PIPE		GI 116,A-7	EA			1			0		
Drilquip - Houston	Drilquip	2-305315-02	00201338-01	HEMP Rack: LINER R36E	13-5/8" X 16" LS-15 TIEBACK SEAL NIPPLE MAJOR REDRESS KIT, INCLUDES V-PACKING, SPACER RINGS AND SNAP RINGS		GI 116,A-7	EA			1			0		
Drilquip - Houston	Drilquip	2-304687-05	00203557-01	HEMP Rack: LINER LH FLOOR	*OBS* 13-5/8" IS-15 LANDING COLLAR: WITH 4.21" SEAL DIAMETER, 13-5/8" 88.2 LB./FT. GB CDE (GB TUBULARS CASING DRILLING ENHANCED) BOX X PIN, WITH CEMENTED REDUCED ALUMINUM INSERT, 125K YIELD MATERIAL BODY		GI 116,A-7	EA			1			0		
Drilquip - Houston	Drilquip	2-403663-02	00262483-01	ELD Rack: F222	18-3/4" X 14-1/2" WEAR SLEEVE, BIG BORE SYSTEM, "J" TYPE		GC 200	EA			1			0		
Drilquip - Houston	Drilquip	2-403663-02	00262484-01	ELD Rack: F197	18-3/4" X 14-1/2" WEAR SLEEVE, BIG BORE SYSTEM, "J" TYPE		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-403665-02	00262485-01	ELD Rack: F190	18-3/4" X 14-1/2" WEAR SLEEVE BIT SUB. 7-5/8" API REG. BOX UP X PIN DOWN.		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-403665-02	00262486-01	ELD Rack: F202	18-3/4" X 14-1/2" WEAR SLEEVE BIT SUB. 7-5/8" API REG. BOX UP X PIN DOWN.		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-403666-02	00262487-01	ELD Rack: F202	18-3/4" STABILIZER SUB FOR BIG BORE WEAR SLEEVES. 7-5/8" API REG. BOX UP X PIN DOWN.		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-403666-02	00262488-01	ELD Rack: F208	18-3/4" STABILIZER SUB FOR BIG BORE WEAR SLEEVES. 7-5/8" API REG. BOX UP X PIN DOWN.		GC 200	EA			1			0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-405222-02	00262489-01	ELD Rack: SVC F09G	18-3/4" SELECTABLE BORE PROTECTOR J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA.		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-405222-02	00262490-01	ELD Rack: D06G	18-3/4" SELECTABLE BORE PROTECTOR J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA.		GC 200	EA			1			0		
Drilquip - Houston	Drilquip	2-403961-02	00262491-01	ELD Rack: F222	18-3/4" X 13-3/8" ADAPTER SLEEVE: TYPE SS-15, RUN WITH 6-5/8" TOOL JOINT BIT SUB AND 13-3/8" WEAR BUSHING, "I" LUG STYLE, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS		GC 200	EA			1			0		
Drilquip - Houston	Drilquip	2-403961-02	00262492-01	ELD Rack: F221	18-3/4" X 13-3/8" ADAPTER SLEEVE: TYPE SS-15, RUN WITH 6-5/8" TOOL JOINT BIT SUB AND 13-3/8" WEAR BUSHING, "I" LUG STYLE, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-403697-05	00258501-01	ELD Rack: NYD A-12	22" X 18" BIG BORE II POSITIVE STOP CASING HANGER: MIN. I.D. 16.553", 18" 94 LB./FT. HYDRIL 521 PIN THREAD DOWN, PREP. FOR WEIGHT SET RESILIENT SEAL ASSEMBLY, 5,000 PSI RATED, PSL-3, STANDARD SERVICE. XXXX * 18" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 17-7/8" 93.5 LB/FT P110 HYDRIL 521 BOX X PIN, 20 FT. LONG * 18" CASING HANGER: CP11970-09, P/N 2-403697-05, ITEMS 144		MC 339 #1	EA		1			0			
Drilquip - Houston	Drilquip	2-403134-02	00109398-15	ELD Rack: A84	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, H2S SERVICE		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-403134-02	00109398-16	ELD Rack: A85	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, H2S SERVICE 18.75" X 13.62" CASING HANGER, TYPE SS-15, 13-5/8" VAM TOP (88.2 LB/FT) BOX DOWN, API 17D, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, 12.375 MIN. I.D., FOR USE WITH BIG BORE II WELLHEAD ASSEMBLY, NOBLE QUALITY PLAN Q504.01 XXXX * 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: NOBLE CUSTOMER SUPPLIED 13-5/8" 88.2 LB/FT VAM TOP PIN X 14" 114# HYD BLUE PIN APPROX. 10 FT.		BBII WELLHEAD SYSTEMS	EA		1			0			
Drilquip - Houston	Drilquip	2-403357-14	00240267-01	ELD Rack: NYD A-12	14" CASING HANGER: P/N 2-403357-14, CP11970-16 36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01 XXXX * 28" CASING HANGER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 28" O.D. X .750" WALL, X-56, 40 FT. LONG, WITH PLAIN END X 5-600/MT PIN * 28" CASING HANGER: P/N 2-413137-02, CP12179-04, ITEM 13		NICARAGUA - PS1	EA		1			0			
Drilquip - Houston	Drilquip	2-413137-02	00258492-01	ELD Rack: NYD CC-6	11-7/8" LS-15 QUIK-DRILL LANDING COLLAR, CEMENT FILLED WITH MODIFIED ID PROFILE AND REDUCED ALUMINUM INSERT TO ACCEPT LINER WIPER PLUG WITH 4.21" SEAL DIAMETER, 11-7/8" 71.8 LB./FT. HYDRIL 523 BOX X PIN, HCQ-125, STANDARD SERVICE		MC 339 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-305854-02	00231477-02	HEMP Rack: LINER CANT 2C	LS-15 PUMP DOWN PLUG: 2.34" DIAMETER SEAL NOSE WITH 5.5" X 4.5" X 5.5" DIAMETER WIPERS, 17.06" LONG. FOR LARGE RUNNING TOOL, COMPATIBLE WITH REDUCED ALUMINUM 9-7/8" THRU 13-5/8" LINER WIPER PLUGS (2-3046850, 2-304795 AND 2-304797) AND 9-7/8" DUAL LINER WIPER PLUG (2-304229), NOTE ONE SPACER EACH IS PLACED BETWEEN WIPERS		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-304330-21	00232484-01	HEMP Rack: LINER FLOOR	2.75" DIAMETER CHROME BALL		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	917363-24	N/A	HEMP Rack: LINER K4C			MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-304228-07	00234525-01	HEMP Rack: LINER R36D	9-7/8" LS-15 LANDING COLLAR: FOR 9-5/8", 9-3/4", OR 9-7/8" DUAL LINER WIPER PLUG, LOWER SEAL BORE I.D. 4.210", UPPER SEAL BORE I.D. 6.790", BODY I.D. 8.525", 9-7/8" 62 LB./FT. HYDRIL 513 BOX X PIN, Q-125, STANDARD SERVICE		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-304229-03	00233379-01	HEMP Rack: LINER PUMP CAGE	9-5/8"/9-7/8" LS-15 DUAL LINER WIPER PLUG: FOR 9-5/8" 36-61 LB./FT., 9-3/4" 59.2 LB./FT., OR 9-7/8" 62.8-65.1 CASING, WITH SECONDARY RELEASE MECHANISM FOR LEAD AND FOLLOW PLUGS. USE WITH 2.130" O.D. LEAD AND 2.340" O.D. FOLLOW PUMP DOWN PLUG SEAL SUBS.		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-304228-07	00234530-01	HEMP Rack: FLOOR	9-7/8" LS-15 LANDING COLLAR: FOR 9-5/8", 9-3/4", OR 9-7/8" DUAL LINER WIPER PLUG, LOWER SEAL BORE I.D. 4.210", UPPER SEAL BORE I.D. 6.790", BODY I.D. 8.525", 9-7/8" 62 LB./FT. HYDRIL 513 BOX X PIN, Q-125, STANDARD SERVICE		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-404635-10	00253010-01	ELD Rack: NYD YR #3	22" X 16" POSITIVE STOP CASING HANGER, TYPE SS-10/15, 16" HYDRIL 513 (109 LB/FT) PIN DOWN, V, AA, PSL-3, MIN. I.D., 14.549", FOR USE WITH BIG BORE II WELLHEAD SYSTEM, FOR WEIGHT SET SEAL ASSEMBLY, NOBLE QUALITY PLAN Q504.01 XXXX * 16" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 16" 109 LB/FT, P-110 IC, HYDRIL 513 BOX X PIN, 20 FT. LONG * 16" CASING HANGER: CP12439-02, P/N 2-404635-10, ITEMS 77		MC 479 #1	EA		1			0			
Drilquip - Houston	Drilquip	2-404635-01	00238983-01	ELD Rack: F185	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER: TYPE SS-10/15, 16" BLANK PIN DOWN. PREP. FOR WEIGHT SET SEAL ASSEMBLY. 6,500 PSI RATED. MIN. I.D. 14.549", TEMP V, MAT'L AA, PSL-3		NICARAGUA - PS1	EA			1			0		
Drilquip - Houston	Drilquip	2-305736-02	00235699-01	HEMP Rack: LINER	REDRESS KIT, FOR 7" X 9-7/8" TIEBACK SEAL NIPPLE (P/N 2-305735-02), MODEL LS15, WITH 8.00 OD HNBR V-PKING. INCLUDES SPACER RINGS AND RETAINER RINGS.		MP 295 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-401845-02	00258512-01	ELD Rack: A84	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE		MC 339 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-402060-02	00239704-01	ELD Rack: A81	18-3/4" EMERGENCY SEAL ASSEMBLY, TYPE SS-15 SYSTEM, H2S SERVICE, INCLUDES OUTER LOCK RING.			EA			1			0		
Drilquip - Houston	Drilquip	2-402060-02	00236967-03	ELD Rack: A81	18-3/4" EMERGENCY SEAL ASSEMBLY, TYPE SS-15 SYSTEM, H2S SERVICE, INCLUDES OUTER LOCK RING.			EA			1			0		
Drilquip - Houston	Drilquip	2-413140-02	00240513-01	ELD Rack: F188	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER. 16" 97 LB/FT. HYDRIL 511 PIN DOWN PREP. FOR WEIGHT SET SEAL ASSEMBLY. 6,500 PSI RATED. MIN. I.D. 14.549", MAT'L CLASS: AA, PSL-3. NOBLE QUALITY PLAN Q504.01		GOM STOCK	EA			1			0		
Drilquip - Houston	Drilquip	2-408785-03	00236564-01	ELD Rack: A84	22" X 16" BIG BORE II SEAL ASSEMBLY, WEIGHT SET METAL-TO-METAL, 6,500 PSI RATED, H2S SERVICE NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	917363-24	N/A	HEMP Rack: LINER K4C	2.75" DIAMETER CHROME BALL		MP 295 #1	EA			1			0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-404191-12	00260141-01	ELD Rack: NYD CC-6	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 18" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.000" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III WITH 590M/MT BOX X PIN * 22" SUPPLEMENTAL ADAPTER: P/N 2-404191-12, CP12555-60, FROM ITEM 27 * TRANSITION SWEDGE: P/N 2-404391-07, CP12555-63, FROM ITEM 28		GC 40-2	EA			1			0		
Drilquip - Houston	Drilquip	2-406862-03	00258494-01	ELD Rack: NYD CC-6	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. WELLHEAD PROFILE COMPATABLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.25" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H2S SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING XXXX * 18-3/4" HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., WITH H-900M/MT PIN BY PLAIN END BEVEL * 18-3/4" WELLHEAD HOUSING: P/N 2-406862-03, CP12564-01, ITEM 91		MC 339 #1	EA		1		0				
Drilquip - Houston	Drilquip	2-405573-04	00225597-01	ELD Rack: L88	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375". 22.030" MAX O.D. STD. SERVICE. NOBLE QUALITY PLAN Q504.01		GOM STOCK	EA			1		0			
Drilquip - Houston	Drilquip	2-304331-12	00242625-01	HEMP Rack: LINER FLOOR	LS-15 PUMP DOWN PLUG: 2.130" DIAMETER, FOR 5.50" DIA. X 4.50" DIA. X 5.50" DIA. X 17.50" LONG, FOR LARGE RUNNING TOOL, COMPATIBLE WITH LEAD LINER WIPER PLUG FOR 9-7/8" DUAL LINER WIPER PLUG SYSTEM 7" X 9-7/8" TIEBACK SEAL-NIPPLE, MODEL LS15, FOR 15 FT. LONG SEAL BORE. 7.00" 42.7LBS./FT. VAM SLU-II BOX UP WITH 8.25" OD LOCATOR COLLAR X HALF MULE SHOE DOWN. SEALS INSIDE 8.000" I.D. PBR, 4 SETS HNBR V-PKG, 5.730 MIN. ID, Q-125 SERVICE		MP 295 #1	EA		1		0				
Drilquip - Houston	Drilquip	2-305735-02	00240258-01	HEMP Rack: LINER CANT 2C	22" X 16" ADAPTER HOUSING, 22" X 1.250" WALL BUTTWELD PREP DOWN X 22" X 1.250" WALL BUTTWELD PREP UP, V, AA, PSL-3, WITH 18.375" MIN. I.D. FO 16" "NO-GO" STYLE SUPPLEMENTAL HANGER (WEIGHT SET), MONOGRAM PER API 17D, BIG BORE II, WITH O.D. LOCK RING PROFILE, NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 16" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III, WITH H-900M/MT PIN BY H-90M/MT BOX * 22" SUPPLEMENTAL ADAPTER: P/N 2-415025-03, CP12575-03, ITEM 73		MP 295 #1	EA		1		0				
Drilquip - Houston	Drilquip	2-415025-03	00253615-01	ELD Rack: NYD CC-6	GASKET, "VX-2" W/HYCAR SEAL RING, 18-3/4"-10,000 PSI WP, 316 SS, VETCO P/N 111227-1		MC 479 #1	EA			1		0			
Drilquip - Houston	Drilquip	2-901022-04	N/A	ELD Rack: F216	GASKET, "VX-2" W/HYCAR SEAL RING, 18-3/4"-10,000 PSI WP, 316 SS, VETCO P/N 111227-1		NICARAGUA - PS1	EA			1		0			
Drilquip - Houston	Drilquip	2-901022-04	N/A	ELD Rack: F216	LS-15 LINER WIPER PLUG: 11-3/4" 54-83 LB/FT, 11-7/8" 71.8 LB/FT WITH EMERGENCY RELEASE SET AT 4,000 PSI, HSN MATERIAL.		NICARAGUA - PS1	EA			1		0			
Drilquip - Houston	Drilquip	2-304441-03	00163826-01	HEMP Rack: LINER PUMP CAGE	2.75" DIAMETER CHROME BALL		MP 295 #1	EA			1		0			
Drilquip - Houston	Drilquip	917363-24	N/A	HEMP Rack: LINER K4C	LS-15 PUMP DOWN PLUG: 2.34" DIAMETER SEAL NOSE WITH 5.5" X 4.5" X 5.5" DIAMETER WIPERS, 17.06" LONG, FOR LARGE RUNNING TOOL, COMPATIBLE WITH REDUCED ALUMINUM 9-7/8" THRU 13-5/8" LINER WIPER PLUGS (2-3046850, 2-304795 AND 2-304797) AND 9-7/8" DUAL LINER WIPER PLUG (2-304229), NOTE ONE SPACER EACH IS PLACED BETWEEN WIPERS		MP 295 #1	EA		1		0				
Drilquip - Houston	Drilquip	2-304330-21	00243184-01	HEMP Rack: LINER K1C	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504.01		MP 295 #1	EA			1		0			
Drilquip - Houston	Drilquip	2-404254-05	00262496-01	ELD Rack: A80	LINER HANGER PACKER, 11-7/8" 71.8# X 13-3/8" 68#-72# OR 13-5/8" 88.2# OR 14" 115#, MODEL LS15, 11-7/8" 71.8# HYDRIL 523 BOX DOWN, W/15 FT. TBR, Q-125 SERVICE HIGH PRESSURE, BODY IS 135 KSI AND CONE IS 150 KSI YIELD, MAXIMUM CASING I.D. TO SET HANGER 12.570"		GC 200	EA		1		0				
Drilquip - Houston	Drilquip	2-304998-04	00243829-01	HEMP Rack: LINER CANT 2C	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01 XXXX * 36" WELLHEAD HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, QTY 1, 36" O.D. X 2.000" WALL API 5L GRADE X-70M, D.S.A.W., 60 FT LONG, WITH HC-1000/MT PIN X PLAIN END * 36" WELLHEAD HOUSING: CP12635-01, P/N 2-404172-09, ITEM 80 * 36" X 28" ADAPTER WITH ANNULUS OUTLET PORTS: CP12682-04, P/N 2-413195-02, ITEM 81 * 50 TON LIFT EYES: QTY. 2, CP 13122-01, P/N 2-304782-02, ITEM 82 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1: CP12723-03, P/N 2-413828-02, ITEM 83 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1: CP12723-11, P/N 2-413654-02, ITEM 84 * WELD ON FLANGE FOR SLOPE MOUNTING BRACKET: QTY. 2, CP12433-01 & CP12433-02, P/N 2-401350-02, ITEMS 85 & 86		MP 295 #1	EA		1		0				
Drilquip - Houston	Drilquip	2-404172-09	00258483-01	ELD Rack: RISER N-13	18-3/4" EMERGENCY SEAL ASSEMBLY, TYPE SS-15 SYSTEM, H2S SERVICE, INCLUDES OUTER LOCK RING.		MC 339 #1	EA			1		0			
Drilquip - Houston	Drilquip	2-402060-02	00245291-09	ELD Rack: A79	18-3/4" EMERGENCY SEAL ASSEMBLY, TYPE SS-15 SYSTEM, H2S SERVICE, INCLUDES OUTER LOCK RING.		MC 519 #3	EA			1		0			
Drilquip - Houston	Drilquip	2-402060-02	00245291-10	ELD Rack: A80	9.63" X 11.75" LS-15 LINER HANGER PACKER WITH LS-15 SEAL, C-RING SLIP, 15 FT. 135,000 YIELD TIE-BACK RECEPTACLE, AND WITH HOLD DOWN SLIP. COMPATIBLE WITH 9-5/8" 53.5 LB/FT OR 9-7/8" 62.8 LB/FT X 11-3/4" 60-65 LB/FT OR 11-7/8" 71.8 LB/FT, MIN. I.D. 8.553". 9-7/8" 62.8 LB/FT HYDRIL 523 BOX DOWN, Q-125, STANDARD SERVICE. XXXX * 9-7/8" X 11-7/8" LINER HANGER MAKE-UP CONSISTS OF: * 9-7/8" X 11-7/8" LINER HANGER: ITEM 1		GC 200	EA		1		0				
Drilquip - Houston	Drilquip	2-305593-03	00244075-01	HEMP Rack: LINER CANT 2C			MP 295 #1	EA			1		0			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drillquip - Houston	Drillquip	2-305220-07	00235308-01	HEMP Rack: LINER	7" LS-15 LANDING COLLAR: FOR 7" DUAL PLUG, LOWER SEAL BORE I.D. 3.010", UPPER SEAL BORE I.D. 5.210" MIN., WITH 7" 42.1 LB./FT. VAM SLU-II BOX X PIN, Q-125 SERVICE.		MP 295 #1	EA			1			0		
Drillquip - Houston	Drillquip	2-408455-05	00253008-01	ELD Rack: A87	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSI-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-413137-02	00260138-01	ELD Rack: RISER S-14	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01 XXXX * 36" X 28" POSITIVE STOP CASING HANGER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-60, RANGE 3, WITH PLAIN END X 5-600/MT PIN * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-56, RANGE 3, PEB X PEB * 28" CASING HANGER: P/N 2-413137-02, CP12684-02, ITEM 21		GC 40-2	EA		1			0			
Drillquip - Houston	Drillquip	2-413137-02	00246228-04	ELD Rack: RISER N-13	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01 XXXX * 36" X 28" POSITIVE STOP CASING HANGER FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-60, RANGE III, PEB X PEB * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-60, RANGE III, PEB X 5-600/MT PIN * 28" CASING HANGER: P/N 2-413137-02, CP12684-04, ITEMS 16.		BBII WELLHEAD SYSTEMS	EA		1			0			
Drillquip - Houston	Drillquip	2-306141-02	00243399-01	HEMP Rack: LINER PUMP CAGE	11-3/4" LS-15 LANDING COLLAR, REDUCED ALUMINUM INSERT TO ACCEPT LINER WIPER PLUG WITH 4.21" SEAL DIAMETER, 11-3/4" 65# VAM SLU-II BOX X PIN, P-110, STANDARD SERVICE		MP 295 #1	EA			1			0		
Drillquip - Houston	Drillquip	2-901022-02	N/A	ELD Rack: F189	18-3/4" VX-2/VT-2 RING GASKET: 15,000 PSI W.P., STAINLESS STEEL		NICARAGUA - PS1	EA			1			0		
Drillquip - Houston	Drillquip	2-901022-02	N/A	ELD Rack: F189	18-3/4" VX-2/VT-2 RING GASKET: 15,000 PSI W.P., STAINLESS STEEL		NICARAGUA - PS1	EA			1			0		
Drillquip - Houston	Drillquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drillquip - Houston	Drillquip	2-414840-02	N/A	ELD Rack: F49	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drillquip - Houston	Drillquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drillquip - Houston	Drillquip	2-414840-02	N/A	ELD Rack: F49	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drillquip - Houston	Drillquip	2-414840-02	N/A	ELD Rack: F49	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drillquip - Houston	Drillquip	2-414840-02	N/A	ELD Rack: F49	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drillquip - Houston	Drillquip	2-904265-02	N/A	ELD Rack: SVC	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		BBII WELLHEAD SYSTEMS	EA			1			0		
Drillquip - Houston	Drillquip	2-413828-02	00258485-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/LOC, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01		MC 339 #1	EA			1			0		
Drillquip - Houston	Drillquip	2-411654-02	00258486-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01 PART OF CP12723-11 MUDSTICK P/N 2-408899-02, S/N 00238931-10 IN LOC-005G.		MC 339 #1	EA		1			0			
Drillquip - Houston	Drillquip	2-404191-12	00248243-01	ELD Rack: NYD CC-6	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 18" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.000" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III WITH 590M/MT BOX X PIN * 22" SUPPLEMENTAL ADAPTER: P/N 2-404191-12, CP12739-01, ITEM 21 * TRANSITION SWEDGE: P/N 2-404391-07, CP12627-03, ITEM 22.		GC 200	EA		1			0			
Drillquip - Houston	Drillquip	2-404391-07	00246503-02	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drillquip - Houston	Drillquip	2-404191-12	00249299-02	ELD Rack: RISER N-21	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 18" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.000" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III WITH 590M/MT BOX X PIN * 22" SUPPLEMENTAL ADAPTER: P/N 2-404191-12, CP12793-02, ITEM 24, * TRANSITION SWEDGE: P/N 2-404391-07, CP12756-01, ITEM 25.		BBII WELLHEAD SYSTEMS	EA		1			0			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-410497-04	00253014-01	ELD Rack: NYD A-12	18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, 14" HYDRIL 523 (115 LB./FT.) BOX DOWN, 12.375" MIN. I.D., API 170, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504.01 XXXX * 18-3/4" X 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 14" O.D., 113#, TN-110SS, HYDRIL 523 PIN X PIN, 20 FT. LONG * 18-3/4" X 14" CASING HANGER: P/N 2-410497-04, CP12795-02, ITEMS 142		MC 479 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00249305-01	ELD Rack: F201	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-413138-03	00249305-02	ELD Rack: F201	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00248266-01	ELD Rack: F210	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00246754-01	ELD Rack: F210	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drilquip - Houston	Drilquip	2-413198-02	00260525-01	ELD Rack: NYD CC-6	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01 XXXX * 22" X 16" BIG BORE II CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE III, WITH H-900M/MT PIN BY H-90M/MT BOX * 22" SUPPLEMENTAL ADAPTER: P/N 2-413198-02, CP12828-04, FROM ITEM 97		GC 40-2	EA		1			0			
Drilquip - Houston	Drilquip	2-408455-05	00270978-02	ELD Rack: A81	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-404172-09	00260131-01	ELD Rack: RISER N-18	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-170. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01 XXXX * 36" WELLHEAD HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, QTY 1, 36" O.D. X 2.000" WALL API 5L GRADE X-70M, D.S.A.W., RANGE III, WITH HC-1000/MT PIN X PLAIN END * PIPE: CUSTOMER SUPPLIED, QTY 1, 36" O.D. X 2.000" WALL API 5L GRADE X-70M, D.S.A.W., RANGE III, PEB X PEB * 36" WELLHEAD HOUSING: CP12861-02, P/N 2-404172-09, ITEM 10 * 36" X 28" ADAPTER WITH ANNULUS OUTLET PORTS: CP12683-01, P/N 2-413195-02, ITEM 11 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1: CP13218-02, P/N 2-413828-02, ITEM 12 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1: CP13326-02, P/N 2-411654-02, ITEM 13 * ADAPTER SUB: QTY. 1, CP13147-02, P/N 2-408274-03		GC 40-2	EA		1			0			
Drilquip - Houston	Drilquip	2-410497-04	00258509-01	ELD Rack: NYD YR #5	18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, 14" HYDRIL 523 (115 LB./FT.) BOX DOWN, 12.375" MIN. I.D., API 170, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504.01 XXXX * 18-3/4" X 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 14" O.D., 113# TN125HC, HYDRIL 523 PIN X PIN, 20 FT. LONG * 14" CASING HANGER: P/N 2-410497-04, CP12918-02, ITEM 71		MC 339 #1	EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00272883-01	ELD Rack: RISER N-10	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01 XXXX * 36" X 28" POSITIVE STOP CASING HANGER JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-60, APPROX. 40 FT. LONG, PEB X PEB, * 28" CASING HANGER: P/N 2-413137-02, CP12941-01, ITEMS 15.		GC 200	EA		1			0			
Drilquip - Houston	Drilquip	2-407284-22	00258505-01	ELD Rack: NYD YR #5	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER, 0-10,000 PSI, TYPE SS-10/15, (94.50 - 97 LB./FT.), HYDRIL 511 PIN DOWN, V, AA, PSL-3, WITH 14.590" MIN. I.D., FOR USE WITH WEIGHT SET SEAL ASSEMBLY, NOBLE QUALITY PLAN Q504.01 XXXX * 16" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 16" 96 LB/FT, Q-125, HYDRIL 511 BOX X PIN, 20 FT. LONG * 16" CASING HANGER: CP12959-01, P/N 2-407284-22		MC 339 #1	EA		1			0			
Drilquip - Houston	Drilquip	2-404254-05	00257373-01	ELD Rack: A81	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01		GC 40-1	EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00273221-01	ELD Rack: A80	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-404254-05	00273221-02	ELD Rack: A80	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drillquip - Houston	Drillquip	917254-29	N/A	ELD Rack: A05G	17 TON SHACKLE ANCHOR BOLT TYPE: 1-1/2" NOM. FED SPEC RR-C-271D, TYPE IVA, GRADE A, CLASS 3, SPECIAL CROSS P/N 1019631 G-2130 TO MEET GOM CERTIFIED SLING & RIGGING PROCEDURE QTY. (32) LEFT TO USE.			EA			32		0			
Drillquip - Houston	Drillquip	2-408455-05	00274092-02	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1		0			
Drillquip - Houston	Drillquip	917146-181	N/A	ELD Rack: F185	HEX HEAD BOLTS, 3/4" - 10 UNRC X 2-3/2" LONG NEW. QTY.(24) LEFT TO USE.			EA			40		0			
Drillquip - Houston	Drillquip	2-401350-02	00273205-04	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1		0			
Drillquip - Houston	Drillquip	2-401350-02	00273205-06	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1		0			
Drillquip - Houston	Drillquip	2-401350-02	00273205-08	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1		0			
Drillquip - Houston	Drillquip	2-413138-06	00262335-05	ELD Rack: NYD YR #2	22" X 18" BIG BORE II POSITIVE STOP CASING HANGER: MIN. I.D. 16.600". 18", 117#, VAM HDL PIN DOWN. PREP. FOR WEIGHT SET RESILIENT SEAL ASSEMBLY. 5,000 PSI RATED. PSL-3, STD. SERVICE. XXXX * 18" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 18", 117 LB/FT, Q125-HP, VAM HDL BOX X PIN, 20 FT. LONG. * 22" X 18" CASING HANGER: P/N 2-413138-06, CP13056-02, ITEMS 27.		MC 519 #3	EA			1		0			
Drillquip - Houston	Drillquip	2-413138-06	00275293-03	ELD Rack: NYD YR #3	22" X 18" BIG BORE II POSITIVE STOP CASING HANGER: MIN. I.D. 16.600". 18", 117#, VAM HDL PIN DOWN. PREP. FOR WEIGHT SET RESILIENT SEAL ASSEMBLY. 5,000 PSI RATED. PSL-3, STD. SERVICE. XXXX * 18" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 18", 117 LB/FT, Q125-HP, VAM HDL BOX X PIN, 20 FT. LONG. * 22" X 18" CASING HANGER: P/N 2-413138-06, CP13056-03, ITEMS.		BBII WELLHEAD SYSTEMS	EA			1		0			
Drillquip - Houston	Drillquip	2-406862-07	00260987-01	ELD Rack: SVC F06G	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDEL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "X" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H25 SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01 XXXX * 18-3/4" HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W, RANGE III WITH H-90DM/MT PIN BY PLAIN END BEVEL * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W, RANGE III, PEB X PEB		GC 40-2	EA		1		0				
Drillquip - Houston	Drillquip	2-304782-02	IN CP FILE	ELD Rack: J2	18-3/4" WELLHEAD HOUSING: P/N 2-406862-07, CP13113-02, ITEM 25 LIFTING EYE (50 TON), STANDARD DUTY, FOR 17 TON SHACKLE QTY. (36) LEFT TO USE.			EA			36		0			
Drillquip - Houston	Drillquip	2-408274-03	00248854-02	ELD Rack: L52	SUPPLEMENTAL ADAPTER, TYPE SS-15, 36" X 2.000" WALL BUTTWELD PREP. DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE INDICATOR BRACKETS AND ANODES			EA			1		0			
Drillquip - Houston	Drillquip	2-408274-03	00247448-04	ELD Rack: L51	SUPPLEMENTAL ADAPTER, TYPE SS-15, 36" X 2.000" WALL BUTTWELD PREP. DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE INDICATOR BRACKETS AND ANODES			EA			1		0			
Drillquip - Houston	Drillquip	2-408274-03	00247448-05	ELD Rack: L51	SUPPLEMENTAL ADAPTER, TYPE SS-15, 36" X 2.000" WALL BUTTWELD PREP. DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE INDICATOR BRACKETS AND ANODES			EA			1		0			
Drillquip - Houston	Drillquip	2-408455-05	000276738-01	ELD Rack: A83	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1		0			
Drillquip - Houston	Drillquip	2-408455-05	000276738-02	ELD Rack: A83	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1		0			
Drillquip - Houston	Drillquip	2-413828-02	00260133-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01 18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, 14" HYDRIL 523 (115 LB/FT.) BOX DOWN, 12.375" MIN. I.D., API 17D, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504.01 XXXX * 18-3/4" X 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 14" O.D., 116# Q125HY, HYDRIL 523 PIN X PIN, 20 FT. LONG * 18-3/4" X 14" CASING HANGER: P/N 2-410497-04, CP13237-01, ITEMS 117		GC 40-2	EA		1		0				
Drillquip - Houston	Drillquip	2-410497-04	00260537-01	ELD Rack: NYD A-12	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS). H25 SERVICE. NOBLE QUALITY PLAN Q504.01		GC 40-2	EA			1		0			
Drillquip - Houston	Drillquip	2-411888-07	00258507-01	ELD Rack: A85	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01		MC 339 #1	EA			1		0			
Drillquip - Houston	Drillquip	2-407284-18	00281043-02	ELD Rack: F209	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1		0			
Drillquip - Houston	Drillquip	2-407284-18	00281043-03	ELD Rack: F209	22" X 16" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.590" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1		0			
Drillquip - Houston	Drillquip	2-411654-02	00260134-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01 PART OF CP13326-02 INCLUDES A MUDDSTICK P/N 2-408899-02.5/N 00249215-03 RETURNED UNUSED ON 4/10/19 IN LOC=D01G.		GC 40-2	EA			1		0			



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drillquip - Houston	Drillquip	2-413198-02	00271250-01	ELD Rack: B13G	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drillquip - Houston	Drillquip	2-407284-22	00260532-01	ELD Rack: NYD YR #5	22" X 16" BIG BORE II POSITIVE STOP CASING HANGER, 0-10,000 PSI, TYPE SS-10/15, (94.50 - 97 LB./FT.), HYDRIL 511 PIN DOWN, V, AA, PSL-3, WITH 14.590" MIN. I.D., FOR USE WITH WEIGHT SET SEAL ASSEMBLY, NOBLE QUALITY PLAN Q504.01 XXXX * XXXX * 16" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 16" 96 LB/FT, Q125, HYDRIL 511 BOX X PIN, 20 FT. LONG * 16" CASING HANGER: CP13360-02, P/N 2-407284-22, ITEMS 115		GC 40-2	EA		1			0			
Drillquip - Houston	Drillquip	2-410497-04	00284131-01	ELD Rack: F199	18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, 14" HYDRIL 523 (115 LB./FT.) BOX DOWN, 12.375" MIN. I.D., API 17D, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drillquip - Houston	Drillquip	2-415620-02	00257058-01	ELD Rack: F193	18-3/4" X 9-5/8" WEAR BUSHING, TYPE SS-15, 9.555" MIN. I.D., NOBLE QUALITY PLAN Q504.01		GC 40-1	EA			1			0		
Drillquip - Houston	Drillquip	2-415620-02	00257059-01	ELD Rack: F193	18-3/4" X 9-5/8" WEAR BUSHING, TYPE SS-15, 9.555" MIN. I.D., NOBLE QUALITY PLAN Q504.01		GC 40-1	EA			1			0		
Drillquip - Houston	Drillquip	2-413138-03	00288143-01	ELD Rack: F215	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drillquip - Houston	Drillquip	2-413138-03	00288143-02	ELD Rack: F215	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		BBII WELLHEAD SYSTEMS	EA			1			0		
Drillquip - Houston	Drillquip	2-413742-04	00257370-01	ELD Rack: NYD YR #2	18-3/4" X 10-3/4" BIG BORE II HANGER, TYPE SS-15, FOR H25, WITH 10-3/4" TENARIS HYDRIL WEDGE 563 (73.20 #/FT) BOX DOWN, WITH 9.927" MIN. I.D., WITH INCONEL 625 OVERLAY IN TUBING HANGER, SEAL AREA ASSEMBLY, WITH HIGH TEMP/HIGH LOAD GROOVES, NOBLE QUALITY PLAN Q504.01 XXXX * 18-3/4" X 10-3/4" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 10-3/4" O.D., 74.0#, HCQ-125 TN-125, HYDRIL 563 PIN X HYD 563 DOPELESS PIN, 20 FT. LONG, * 18-3/4" X 10-3/4" CASING HANGER: P/N 2-413742-04, CP13807-02, ITEMS 37.		MC 519 #3	EA		1			0			
Drillquip - Houston	Drillquip	2-413742-03	00288009-02	ELD Rack: NYD YR #5	18-3/4" X 10-3/4" CASING HANGER, TYPE SS-15, FOR H25, WITH 10-3/4" TENARIS HYDRIL WEDGE 563 (79.20 #/FT) BOX DOWN, WITH 9.927" MIN. I.D., WITH INCONEL 625 OVERLAY IN TUBING HANGER, SEAL AREA ASSEMBLY, WITH HIGH TEMP/HIGH LOAD GROOVES, NOBLE QUALITY PLAN Q504.01 XXXX * 18-3/4" X 10-3/4" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 10-3/4" O.D., 79.22#, C-110, HYDRIL 563 PIN X HYD 563 DOPELESS PIN, 20 FT. LONG, * 18-3/4" X 10-3/4" CASING HANGER: P/N 2-413742-03, CP13880-02 & ITEMS 37		MC 948 #4	EA		1			0			
Drillquip - Houston	Drillquip	2-411888-07	00260535-01	ELD Rack: A84	22" X 16" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS), H25 SERVICE. NOBLE QUALITY PLAN Q504.01		GC 40-2	EA			1			0		
Drillquip - Houston	Drillquip	2-414283-02	00258681-01	ELD Rack: F219	18-3/4" X 10-3/4" GEN II CASING HANGER LOCK-DOWN SLEEVE, 15,000 PSI, TYPE SS-15, V, DD, PSL-3, FOR H25, 2000 KIP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, HIGH TEMPERATURE/HIGH LOAD SHOULDER, 9.555" I.D., NOBLE QUALITY PLAN Q504.01		GC 200	EA			1			0		
Drillquip - Houston	Drillquip	2-401350-02	00276743-02	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1			0		
Drillquip - Houston	Drillquip	2-401350-02	00283739-01	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1			0		
Drillquip - Houston	Drillquip	2-408595-15	00298288-02	ELD Rack: NYD YR #2	18-3/4" X 10-3/4" CASING HANGER, 10.75" 85.30# JFELION DR ASM BOX DOWN, 18.615" MAX OD X 9.160" MIN ID, V, DD, PSL-3, F/H25, RATED F/HIGH TEMP./HIGH LOAD XXXX * 10-3/4" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 10-3/4", 85.30 LB/FT, Q125-ICY, JFELION DR ASM PIN X MAC II PIN, 20 FT. LONG * 10-3/4" CASING HANGER: P/N 2-408595-15, CP14218-02 ITEMS 2.		GC 40-1	EA		1			0			
Drillquip - Houston	Drillquip	2-404172-09	00290613-02	ELD Rack: RISER S-14	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01 XXXX * 36" WELLHEAD HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 36" O.D. X 2.000" WALL API 5L GRADE X-70, D.S.A.W., PEB X PEB, APPROX. 40 FT. LONG * PIPE: CUSTOMER SUPPLIED, 36" O.D. X 2.000" WALL API 5L GRADE X-70, D.S.A.W., PEB X HC-1000/MT PIN, APPROX. 40 FT. LONG * 36" WELLHEAD HOUSING: CP14274-02, P/N 2-404172-09, ITEM 1, * 36" X 28" ADAPTER WITH ANNULUS OUTLET PORTS: CP14394-01, P/N 2-413195-02, ITEM 2, * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: CP14274-06, P/N 2-413828-02, ITEM 3, * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: CP14274-51, P/N 2-411654-02, ITEM 4, * WELD ON FLANGE FOR SLOPE MOUNTING BRACKET: QTY. 2, CP12634-05 & CP12634-06, P/N 2-401350-02, ITEMS 5 & 6.		MC 519 #3	EA		1			0			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value		
					36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15-36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSI-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01 XXXX * 36" WELLHEAD HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 36" O.D. X 2.000" WALL API 5L GRADE X-70, D.S.A.W., PEB X PEB, APPROX. 40 FT. LONG. * PIPE: CUSTOMER SUPPLIED, 36" O.D. X 2.000" WALL API 5L GRADE X-70, D.S.A.W., PEB X HC-100D/MT PIN, APPROX. 40 FT. LONG. * 36" WELLHEAD HOUSING: CP14274-03, P/N 2-404172-09, ITEM 8, * 36" X 28" ADAPTER WITH ANNULUS OUTLET PORTS: CP14394-02, P/N 2-413195-02, ITEM 9, * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: CP14274-07, P/N 2-413828-02, ITEM 10, * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: CP14274-52, P/N 2-413654-02, ITEM 11, * WELD ON FLANGE FOR SLOPE MOUNTING BRACKET: QTY. 2, CP12727-01 & CP12727-02, P/N 2-401350-02, ITEMS 12 & 13.													
Drilquip - Houston	Drilquip	2-404172-09	00290613-03	ELD Rack: RISER N-5				EA			1			0				
Drilquip - Houston	Drilquip	2-413828-02	00290920-02	ELD Rack: SVC E08G	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01		MC 519 #3	EA			1			0				
Drilquip - Houston	Drilquip	2-413828-02	00290920-04	ELD Rack: HEAVY FAB	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE. FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01			EA			1			0				
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0				
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0				
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0				
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0				
Drilquip - Houston	Drilquip	2-414840-02	N/A	ELD Rack: F56	4" BALL VALVE ASSEMBLY WITH 4" BALL VALVE, 4" NIPPLE AND COUPLING		MC 519 #3	EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F217	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F217	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F217	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F224	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F224	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F224	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F203	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J59	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F203	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F196	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J51	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J51	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J51	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J51	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0				
Drilquip - Houston	Drilquip	2-404391-07	00298868-02	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0				
Drilquip - Houston	Drilquip	2-404391-07	00298868-03	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0				
Drilquip - Houston	Drilquip	2-404391-07	00298868-01	ELD Rack: A05G	CROSSOVER SWEDGE: WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01			EA			1			0				
Drilquip - Houston	Drilquip	2-404254-05	00298305-03	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01		GC 40-2	EA			1			0				
Drilquip - Houston	Drilquip	2-404254-05	00298305-02	ELD Rack: A83	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0				
Drilquip - Houston	Drilquip	2-404254-05	00298305-01	ELD Rack: A85	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q504.01			EA			1			0				

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-411654-02	00299798-02	ELD Rack: NYD BB-9	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01		MC 519 #3	EA			1			0		
Drilquip - Houston	Drilquip	2-411654-02	00299798-03	ELD Rack: HEAVY FAB	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE. WITH MUDDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00299826-01	ELD Rack: L75	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00299826-02	ELD Rack: L77	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413137-02	00299826-03	ELD Rack: F185	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP., MAX. O.D. 30.510", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, LIP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00298248-01	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-401350-03	00298248-05	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-900423-13	PO# 7366251	ELD Rack: F207	FULL COUPLING, 4" NPT FEMALE X 4" NPT FEMALE QTY.(24) LEFT TO USE.			EA			60			0		
Drilquip - Houston	Drilquip	2-413198-02	00283683-01	ELD Rack: L83	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413198-02	00283683-02	ELD Rack: F51	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413198-02	00283683-03	ELD Rack: L82	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-406862-07	00290118-01	ELD Rack: RISER N-20	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "VX/VT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 17D, V, DD, PSL-3, H25 SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01 XXXX * 18-3/4" HOUSING JOINT FABRICATION CONSISTS OF: * PIPE: CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., APPROX. 40 FT. LONG, PEB X PEB. * 18-3/4" WELLHEAD HOUSING: P/N 2-406862-07, CP14419-01, ITEMS 19.		GC 200	EA			1			0		
Drilquip - Houston	Drilquip	2-415343-04	00302847-02	ELD Rack: SVC D15G	18-3/4" X 10-3/4" CASING HANGER W/10-3/4" VAM SLU-II (65.7 LBS./FT.) BOX DOWN, 18.615" MAX OD X 9.555" MIN ID, V, DD, PSL-3, F/H25, RATED F/HIGH TEMP/HIGH LOAD XXXX * 10-3/4" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE: CUSTOMER SUPPLIED 10-3/4", 65.7 LB/FT, Q125-HC, VAM SLU-II PIN X PIN, 20 FT. LONG. * 10-3/4" CASING HANGER: P/N 2-415343-04, CP14502-02, ITEMS 38.		GC 200	EA			1			0		
Drilquip - Houston	Drilquip	2-404172-09	00290613-01	ELD Rack: B15G	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15: 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL. HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE QP Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413828-02	00301779-01	ELD Rack: NYD CC-9 16	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 38", 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES. NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F196	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J30	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F203	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: F203	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J44	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J44	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J44	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J44	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J44	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	W%	Net Value
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J30	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J59	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J30	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J30	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J2	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J2	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J2	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J38	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J16	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J37	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J9	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J9	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-904265-02	N/A	ELD Rack: J39	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE 1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0		
Drilquip - Houston	Drilquip	2-404191-12	00303231-01	ELD Rack: L86	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP. UP X 22.13" O.D. X .750" WALL BUTTWELD PREP. DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	2-413198-02	00283683-04	ELD Rack: L73	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN. SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0		
Drilquip - Houston	Drilquip	917146-181	N/A	ELD Rack: F207	HEX HEAD BOLTS, 3/4" - 10 UNRC X 2-1/2" LONG			EA			16			0		